



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

June 9, 2021, 10:00 a.m.

WebEx Meeting: [Meeting Link](#)

Phone Number: (408) 418-9388

Meeting Access Code: 182 578 4386

Meeting password: W5yMUcMm9Z4 (95968266 from phones and video systems)

1. **Call to Order** – Board Chair, Commissioner Joe Atkins
2. **Approval of Agenda** – Commissioner Atkins
3. **Approval of February 10, 2021 Executive Committee Minutes (page 3)**
4. **Radio Items** – Tracey Fredrick, Radio Services Coordinator
  - A. Approval of Hennepin EMS Participation Plan Amendment (**page 7**)
  - B. Approval of New Metro Standard 3.17.4 – Non-emergent Event and Exercise Planning (**page 9**)
5. **9-1-1 Items** – Pete Eggimann, Director of 9-1-1 Services – None
6. **EMS Items** – Ron Robinson, EMS Coordinator – None
7. **Administrative Items** – Jill Rohret, Executive Director
  - A. Approval of 2022 MESB Operational Budget (**page 13**)
  - B. Approval of 2022-2026 MESB Capital Budget (**page 23**)
  - C. Approval of 2022-2026 MESB Joint Powers Agreement (**page 27**)
  - D. Approval of New MESB Policy 034 – Teleworking (**page 55**)
8. **Old Business** – None
9. **New Business**
10. **Adjourn**



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

June 9, 2021, 10:00 a.m.

WebEx Meeting: [Meeting Link](#)

Phone Number: (408) 418-9388

Meeting Access Code: 126 018 3662

Meeting Password: exGKRFrw378 (39457379 from phones and video systems)

### *Metropolitan Emergency Services Board Members*

#### **Anoka County**

Commissioner Mike Gamache\*  
Commissioner Mandy Meisner

#### **Carver County**

Commissioner Gayle Degler\*  
Commissioner John Fahey

#### **Chisago County**

Commissioner Richard Greene\*

#### **City of Minneapolis**

Council Member Andrew Johnson\*

#### **Dakota County**

Commissioner Joe Atkins\* (2021 Chair)  
Commissioner Mary Hamann-Roland

#### **Hennepin County**

Commissioner Irene Fernando\* (2021 Vice Chair)  
Commissioner Chris LaTondresse

#### **Isanti County**

Commissioner Greg Anderson\* (2021 Secretary)

#### **Ramsey County**

Commissioner Trista MatasCastillo\* (2021 Treasurer)  
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 10, 2021

Meeting held via WebEx

### Commissioners:

Greg Anderson, Isanti County  
Joe Atkins, Dakota County  
Gayle Degler, Carver County  
Irene Fernando, Hennepin County  
Mike Gamache, Anoka County  
Rick Greene, Chisago County

Andrew Johnson, City of Minneapolis  
Trista Matascastillo, Ramsey County  
Fran Miron, Washington County  
Felix Schmiesing, Sherburne County  
Tom Wolf, Scott County

**Staff Present:** Marcia Broman; Pete Eggimann; Tracey Fredrick; Ron Robinson; Jill Rohret; and Martha Ziese.

**Guests Present:** Kevin Anderson, Metro Transit; and Jay Arneson, Board Counsel.

### 1. Call to Order:

The meeting was called to order at 10:00 a.m. by MESB Chair Commissioner Joe Atkins.

### 2. Approval of February 10, 2021 Agenda

*Motion made by Commissioner Miron, seconded by Commissioner Matascastillo, to approve the MESB February 10, 2021 Executive Committee agenda. Motion carried.*

### Roll call for approval of agenda item 2

Name	County/City	Yes	No
Anderson, G.	Isanti	X	
Atkins, J	Dakota	X	
Degler, G	Carver		
Fernando, I.	Hennepin		
Gamache, M.	Anoka	X	
Greene, R.	Chisago	X	
Johnson, A.	Minneapolis		
Matascastillo, T.	Ramsey	X	
Miron, F.	Washington	X	
Schmiesing, F.	Sherburne		
Wolf, T.	Scott	X	

Yea: 7    Nay: 0    Motion passes.

### 3. Oath of Office

Commissioner Atkins administered the Oath of Office to Council Member Andrew Johnson.

### 4. Approval of Minutes

*Motion made by Commissioner Wolf, seconded by Commissioner Anderson, to approve the MESB Executive Committee December 9, 2020 minutes. Motion carried.*

# METROPOLITAN EMERGENCY SERVICES BOARD

## Roll call for approval of agenda item 4

Name	County/City	Yes	No
Anderson, G.	Isanti	X	
Atkins, J	Dakota	X	
Degler, G	Carver		
Fernando, I.	Hennepin		
Gamache, M.	Anoka	X	
Greene, R.	Chisago	X	
Johnson, A.	Minneapolis		
Matascastillo, T.	Ramsey	X	
Miron, F.	Washington	X	
Schmiesing, F.	Sherburne		
Wolf, T.	Scott	X	

Yea: 7 Nay: 0 Motion passes.

## 5. Radio Items

### A. Approval of North Memorial ARMER Participation Plan Amendment

Tracey Fredrick said the Radio TOC recommends the Executive Committee recommend approval of the amendment to the North Memorial ARMER participation plan. North Memorial requests approval to add eight Motorola MCC 7500e consoles to the new Contingency Center under construction at its Robbinsdale location. This brings the total consoles to 16, all of which would be using the network link at the hospital. MnDOT has reviewed the plan has no issue.

*Motion made by Commissioner Matascastillo, seconded by Commissioner Anderson to approve the amendment to the North Memorial ARMER participation plan. Motion carried.*

## Roll call for approval of agenda item 5A

Name	County/City	Yes	No
Anderson, G.	Isanti	X	
Atkins, J	Dakota	X	
Degler, G	Carver		
Fernando, I.	Hennepin		
Gamache, M.	Anoka	X	
Greene, R.	Chisago	X	
Johnson, A.	Minneapolis	X	
Matascastillo, T.	Ramsey	X	
Miron, F.	Washington	X	
Schmiesing, F.	Sherburne		
Wolf, T.	Scott	X	

Yea: 8 Nay: 0 Motion passes.

### B. Approval of Metropolitan Airports Commission ARMER Participation Plan Amendment

Fredrick said the Radio TOC recommends the Executive Committee recommend approval of the amendment to the Metropolitan Airport Commission (MAC) ARMER participation plan. The MAC uses a full ARMER participation plan with DPS-ECN. The MAC requests the addition of one Motorola MCC 7500e console to be used for several remote and training opportunities. MnDOT has reviewed the plan has no issue.

## METROPOLITAN EMERGENCY SERVICES BOARD

*Motion made by Commissioner Miron, seconded by Commissioner Wolf to approve the Metropolitan Airports Commission ARMER participation plan amendment. Motion carried.*

### Roll call for approval of agenda item 5B

Name	County/City	Yes	No
Anderson, G.	Isanti	X	
Atkins, J	Dakota	X	
Degler, G	Carver	X	
Fernando, I.	Hennepin		
Gamache, M.	Anoka	X	
Greene, R.	Chisago	X	
Johnson, A.	Minneapolis	X	
Matascastillo, T.	Ramsey	X	
Miron, F.	Washington	X	
Schmiesing, F.	Sherburne		
Wolf, T.	Scott	X	

Yea: 9 Nay: 0 Motion passes

### C. Approval of Amendments to Metro ARMER Standards Appendix C

Fredrick said the Radio TOC recommends the Executive Committee recommend approval of amendments to Metro Radio Standards Appendix C. The MESB established 43 standards for operating the ARMER system in the Metro Region. The requested amendments to Appendix C make it equivalent to a similar state standard.

*Motion made by Commissioner Wolf, seconded by Commissioner Anderson to approve amendments to Metro ARMER Standards Appendix C. Motion carried.*

### Roll call for approval of agenda item 5C

Name	County/City	Yes	No
Anderson, G.	Isanti	X	
Atkins, J	Dakota	X	
Degler, G	Carver	X	
Fernando, I.	Hennepin	X	
Gamache, M.	Anoka	X	
Greene, R.	Chisago	X	
Johnson, A.	Minneapolis	X	
Matascastillo, T.	Ramsey	X	
Miron, F.	Washington	X	
Schmiesing, F.	Sherburne		
Wolf, T.	Scott	X	

Yea: 10 Nay: 0 Motion passes

## 6. 9-1-1 Items

### A. Approval of Award of RFP for Telecommunicator Resiliency Training

Pete Eggimann said the RFP evaluation workgroup recommends awarding the RFP to the sole respondent. In its response, the vendor included some items that cannot be completed before the grant deadline in June; the vendor is reworking its proposal to omit those items. The cost is approximately \$1,000.00 per PSAP and includes an assessment of health and wellness training needs for each PSAP. The assessments include recommendations on training curriculum,

## METROPOLITAN EMERGENCY SERVICES BOARD

training schedule, and a quality assurance program. The proposal includes three days of virtual training because of the COVID-19 pandemic.

Rohret said as noted in the packet, staff requests the Executive Committee follow Article III, Section 1 of the MESB Bylaws which allows the MESB Executive Committee to approve contracts subject to ratification by the Board. There is a very short timeline to utilize the grant because of some delays in getting the grant contracts from the State. The notice of request to use the Article III approval process was sent to the full board.

*Motion made by Commissioner Matascastillo, seconded by Commissioner Miron to approve the Award of RFP for Telecommunicator Resiliency Training. Motion carried.*

### Roll call for approval of agenda item 6A

Name	County/City	Yes	No
Anderson, G.	Isanti	X	
Atkins, J	Dakota	X	
Degler, G	Carver	X	
Fernando, I.	Hennepin	X	
Gamache, M.	Anoka	X	
Greene, R.	Chisago	X	
Johnson, A.	Minneapolis	X	
Matascastillo, T.	Ramsey	X	
Miron, F.	Washington	X	
Schmiesing, F.	Sherburne	X	
Wolf, T.	Scott	X	

Yea: 11 Nay: 0 Motion passes

### 7. EMS Items – None

### 8. Administrative Items

#### A. Discussion: Legislation re: Mental Health Crisis Program

Rohret said since the MESB's 2021 legislative agenda was presented to the board in January, she was notified of a piece of legislation which may be introduced by the National Alliance on Mental Illness (NAMI) regarding language requiring training for PSAPs to collaborate with county mobile mental health crisis teams where available. She noted that she and the MESB lobbyists met with NAMI to discuss the bill and learned that there are other agencies which have concerns with the bill, so the language will be re-written. Rohret has not yet seen any changes to the proposed NAMI bill.

Commissioner Matascastillo asked if this meant NAMI would design the training. She said she felt Dakota County has the best model and would like for Dakota County to have input.

Rohret said that based on the discussion with NAMI, it is likely that a seat will be added to the 9-1-1 telecommunicator workgroup representing the mental health community, but that does not necessarily mean NAMI.

Commissioner Fernando said that Hennepin County has formed a mental health taskforce that will introduce recommendations later this year, and that PSAPs should be involved in the process. She said she thought the remainder part of the bill is to form an additional response team. She interprets this language to say that the counties that already have mental health

# METROPOLITAN EMERGENCY SERVICES BOARD

resources would be called on to interact with other state agencies and if it impacts multiple areas it will have to go through the various state agency committees.

## **B. Discussion: Regional Strategic Planning Commissioner Session**

Rohret said that at the January board meeting it was announced that ECN would be offering regional strategic planning to each region in advance of the statewide strategic planning sessions which will be done in the second quarter. The MESB has accepted that offer and has scheduled three two-hour sessions on February 22, March 8 and March 15. Rohret asked if there was an interest from members to have a separate session solely for MESB board members.

Commissioner Atkins said he was comfortable with MESB staff, Radio and 9-1-1 TOC to attend the planning especially since the MESB would have the final say on the outcome of the planning sessions.

Rohret said there is already a good representation with metro area GIS, 9-1-1 and radio staff.

Commissioner Miron agreed the participation from the interested parties is sufficient and noted that any work product will come to the board for approval.

## **9. Old Business – None**

## **10. New Business – None**

## **11. Adjournment**

*Motion made by Commissioner Wolf, seconded by Commissioner Degler to adjourn. Motion carried.*

The meeting adjourned at 10:42 a.m.

## **Roll call for approval for adjournment**

<b>Name</b>	<b>County/City</b>	<b>Yes</b>	<b>No</b>
Anderson, G.	Isanti	X	
Atkins, J	Dakota	X	
Degler, G	Carver	X	
Fernando, I.	Hennepin	X	
Gamache, M.	Anoka	X	
Greene, R.	Chisago	X	
Johnson, A.	Minneapolis	X	
MatasCastillo, T.	Ramsey	X	
Miron, F.	Washington	X	
Schmiesing, F.	Sherburne	X	
Wolf, T.	Scott	X	

Yea: 11    Nay: 0    Motion passes







## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** June 9, 2021  
**Agenda Item:** 4A. Approval of Amendment to Hennepin  
Healthcare Participation Plan  
**Presenter:** Fredrick

### **RECOMMENDATION**

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

### **BACKGROUND**

Hennepin Healthcare (HEMS) is an ARMER participant under the Hennepin County participation plan. HEMS currently utilizes a sub-participant (sponsored) ARMER participation plan with DPS-ECN.

### **ISSUES & CONCERNS**

HEMS is requesting an amendment to its ARMER participation plan to add two Motorola MCC 7500e consoles and the associated system configuration changes to add these consoles.

The new MCC 7500e consoles will be used as mobile dispatch stations to provide backup capabilities for the Emergency Communications Center and remote work capabilities to be used during emergent events.

There would be no significant system changes to HEMS for this implementation.

### **FINANCIAL IMPACT**

None to MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

Tuesday, April 20, 2021

Tracey Fredrick  
Metropolitan Emergency Services Board  
2099 University Avenue West  
Saint Paul, Minnesota 55104

RE: ARMER Participation Plan Amendments

Dear Tracey,

Hennepin EMS is requesting approval for the following modifications to our ARMER participation plan.

The request is the addition of two (2) Motorola MCC-7500e mobile dispatch positions. These mobile positions will provide backup dispatch capabilities for the Hennepin EMS Emergency Communications Center, and a remote work environment for our Incident Dispatch Team when working in support of local, regional, state, and federal incidents. These mobile dispatch positions would possess the same approved ARMER Talkgroups that the Hennepin EMS ECC positions would have.

Sincerely,



Wade Johnson, EMD, NRP, TLO  
Deputy Chief – Manager  
Communications & West MRCC  
Hennepin EMS  
Minneapolis, MN 55415  
(612)-873-5672



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** June 9, 2021  
**Agenda Item:** 4B. Approval of New Metro Standard 3.17.4  
Non-emergent Event & Exercise Planning  
**Presenter:** Fredrick

### **RECOMMENDATION**

The Radio TOC recommends the Executive Committee recommend approval of new Metro Radio Standard 3.17.4 Non-emergent Event and Exercise Planning.

### **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 and have been reviewed more recently for content and language changes.

The Department of Homeland Security's (DHS) Cybersecurity and Infrastructure Security Agency (CISA) Office of Emergency Communications (OEC) have created the Interoperability Continuum. In addition to the elements on that continuum, planning is a major factor for interoperable communications. This standard will address communication needs in planning events.

### **ISSUES & CONCERNS**

Metro Standard 3.17.4 was created to address the gap of not having a local standard for pre-planned and/or non-emergency events; the metro region has a standard for large scale emergent events.

The new standard gives direction for local Metro entities to involve Communications Unit (COMU) personnel and the steps which should be taken to ensure a smooth operation for the entirety of the event.

In the version of the standard before the Executive Committee, two amendments are included to ensure that PSAPs are included in the communications planning efforts and to include PSAP interoperability needs in the planning process.

### **FINANCIAL IMPACT**

None to MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

## **Metro Region ARMER Standards**

### **Section 3 – Metro 3.17.4 Non-emergent Event and Exercise Planning**

**Date Established**

**7-14-21**

**Date Revised/Reviewed**

**7-14-21**

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

The purpose of this standard is to establish protocols and procedures to be used for planning communications for full-scale or functional exercises and non-emergent/pre-planned events that affect multiple metro agencies or jurisdictions in the Metro region. This standard will also specify procedures for using statewide or metro-wide talkgroups during these types of events.

#### **2. Operational Background**

Full-scale or functional exercises and pre-planned events that include multi-jurisdictional, multi-agency disciplines, and use of more than one statewide and/or regional interoperability talkgroups require an All-Hazards, Type III Communications Unit Leader (COML) to establish a communication plan.

Non-emergent/pre-planned events are scheduled, non-emergency activities as defined by the national incident management system. These events include, but are not limited to, a sporting event, concert, or parade.

A full-scale exercise (FSE) is a multi-agency, multi-jurisdictional, multi-discipline exercise involving a functional and/or field unit response. A functional response could include a joint field office, emergency operations center (EOC), etc. A field unit response could include firefighters or other first responders at a scene, along with mock victims, etc.

A functional exercise (FE) examines and/or validates the coordination, command, and control between various multi-agency coordination centers, such as an EOC, joint field office, etc. A functional exercise does not involve any field unit responders. Use of radio talkgroups should begin with the highest number available at the time (ex: ME TAC 10) and go towards the lowest.

Refer to Metro ARMER Standard 3.21.0 (Large Scale Incidents) for emergent events and/or Metro ARMER Standard 3.48.0 and SECB Standard IOP-30 (Communications Unit) and the Minnesota Communications Unit Standard Operating Guidelines for additional information about COMLs.

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

Full-scale or functional exercises and pre-planned events of any size can include complex communications issues. There is also a potential for any event to grow quickly into a large-scale incident. Refer to Metro ARMER Standard 3.21.0 (Large Scale Incidents) for emergent events.

Since full-scale/functional exercises and pre-planned events have the potential to affect system loading, a COML should ensure that the event does not inadvertently affect normal, daily

operational needs by over-utilization and/or overloading of ARMER system or PSAP resources.

#### **4. Recommended Procedure**

When an entity develops a plan for a full-scale/functional exercise or pre-planned event that involves the use of ARMER resources, these procedures will be followed:

- StatusBoard must be utilized. When the exercise or event is planned farther out than seven days, the requested resource should be reserved on the StatusBoard at least one week in advance, but not more than one month in advance.
- Exercise or event planners will include the impacted local entities' (city or county) ARMER System Administrators in the exercise development process from the beginning so local system resources are properly utilized.
- Exercise or event planners intending to use more than one statewide interoperability talkgroup shall engage a Metro-based Minnesota-recognized COML.
- A COML engaged for an exercise or event during which planners intend to use two or more statewide and/or regional interoperability talkgroup shall complete or approve an ICS-205 Communications Plan and that plan should be distributed to the ARMER System Administrators of impacted local entities, the Chair of the Radio Technical Operations Committee, the applicable Regional Interoperability Coordinator, and the Statewide Interoperability Coordinator.
- A COML engaged for an exercise or event during which planners intend to use two or more statewide and/or regional interoperability talkgroup should take into consideration the home zone mapping, priority levels, talkgroup patching, site loading, and site access approvals of talkgroups being considered as well as the channel count and capacity of impacted repeater sites.

If the event or exercise planner deems the services of a COML necessary but does not have access to one, the Radio Systems Coordinator or the Minnesota Duty Officer should be contacted.

The COML should include the affected PSAP(s) in the planning process to ensure that PSAP needs and interoperability issues are addressed by the plan.

#### **5. Management**

The system managers, administrators, and users will all be responsible to see that this policy is implemented as defined. Identified issues and concerns will be brought to the impacted Technical Operations Committee (TOC) for resolution. Maintenance of this standard will be the responsibility of the Radio Services Coordinator.





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** June 9, 2021  
**Agenda Item:** 7A. Approval of the 2022 Operational Budget  
**Presenter:** Rohret

### **RECOMMENDATION**

The Executive Director recommends the Executive Committee recommend approval of the 2022 MESB Operational Budget.

### **BACKGROUND**

Per the MESB Joint Powers Agreement, the Board must annually approve a budget and maximum assessments by August 1. In order to notify members of their maximum assessment for the following year, the Board must approve a budget, with a maximum assessment amount, at its July Board meeting.

In the past, the Board approved a preliminary budget in July, to meet the assessment notification requirements, and then approve a final budget by the end of the year. The final budget amount could not create an increase in the noticed assessments.

### **ISSUES & CONCERNS**

Beginning with the 2016 budget, the MESB resumed this budget process; the Board grants preliminary budget approval annually in July, with final budget approval occurring in November, if any portion of the budget can be reduced. The July approval provides the maximum assessment amount for the following year. Approving the budget in this fashion allows staff to refine the budget throughout the year, prior to implementation, which is helpful in years when contracts are subject to RFP.

For the 2022 operational budget, staff worked to maintain the overall assessment level to have a no increase from the 2021 operational budget. There will be minor shifts in allocations to the MESB members due to population shifts.

### **FINANCIAL IMPACT**

See Issues and Concerns and attached 2022 Budget Notes.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

## **Metropolitan Emergency Services Board**

### **2022 Operational Budget Considerations**

- 2022 budget reflects a 2% decrease in the operational budget (not including pass-through radio system expenses).
- A 2% merit increase (\$14,802.00) for staff is included in the 2022 budget. Note: the 2021 Dakota County Merit Compensation Plan has a 1% base increase and a 1% lump sum for Meets Standards Performance Reviews; 2021 Cost of Living Adjustment was 1.3%. Overall, the salaries line decreases by 7% primarily due to the retirement of one staff person who was at the top of his salary range.
- The benefits line reflects a 3.38% increase; Dakota County recommended a 10% increase in benefits for 2022 budget purposes.
- The rent line reflects a 3% increase in rent, which was approved in the current lease, approved on October 29, 2020. The increase was not included in the 2021 operational budget, thus it appears in the 2022 budget.
- Equipment increased 24% (\$1,200.00) as the staff computer replacement cycle is beginning.
- Insurance increases 2% (951.00) to reflect increases in the Technology Errors and Omissions policy for the metro portion of the ARMER system.
- In 2022, some projected interest revenue was included to reduce assessments, as were expected insurance dividends (\$6,000.00).
- Per January 2019 Board action, the 2022 budget includes a contribution from the Hennepin County Investment Fund to cover 2/5 of the salary and benefits for the new GIS Specialist position added in 2019.
- Finally, the 2022 budget includes using forecasted unspent funds from the 2021 budget, due to changes in travel, conferences, meetings, etc. due to the coronavirus, as a way to keep assessment changes low.



- The 2022 Operational Budget results in a 0.00% increase in assessments for 2022. The effect on assessment amounts varies by county/city due to population shifts; the overall total amount of assessments did not change, but actual individual amounts vary due to population shifts.

**Metropolitan Emergency Services Board  
2022 DRAFT Budget Summary  
(Excludes Radio System Expenses)**

2022 BUDGET - DRAFT 5.26.21					
ACCOUNT	2021 Budget	2022 Administration	2022 Radio Administration	2022 Dollar/Percentage Change	
<b>SALARIES</b>					
Proposed merit increase	31,057	14,802	1,474	(16,255)	-52%
<b>MESB STAFF SALARIES</b>	829,693	755,046	75,687	(74,647)	-9%
<b>MESB STAFF BENEFITS</b>	281,686	291,217	22,339	9,531	3%
<b>***** TOTAL SALARIES, BENEFITS</b>	<b>1,142,436</b>	<b>1,061,065</b>	<b>99,500</b>	<b>(81,371)</b>	<b>-7%</b>
TRNG/PROF'L DEVEL/TECH SEMINARS	9,225	9,225	1,375	-	0%
LOCAL TRAVEL	3,700	3,700	1,200	-	0%
<b>***** TOTAL PERSONNEL COSTS</b>	<b>1,155,361</b>	<b>1,073,990</b>	<b>102,075</b>	<b>(81,371)</b>	<b>-7%</b>
Travel for Conferences	25,900	25,900	3,800	-	0%
Dues & Subscriptions	2,550	2,550	400	-	0%
Professional & Contractual Services	115,880	115,880	30,320	-	0%
Rent	21,800	22,451	3,962	651	3%
Communications	26,250	26,250	4,750	-	0%
Office Supplies	9,700	9,700	550	-	0%
Printing & copying	1,500	1,500	250	-	0%
Postage	500	500	100	-	0%
Equipment	4,950	6,150	1,950	1,200	24%
Equipment Maintenance	14,000	14,000	0	-	0%
Advertising and public information	1,650	1,650	250	-	0%
Insurance	52,149	53,100	42,100	951	2%
Other Operating Costs	3,000	3,000	1,000	-	0%
<b>***** TOTAL OPERATING COSTS</b>	<b>279,829</b>	<b>282,631</b>	<b>89,432</b>	<b>2,802</b>	<b>1%</b>
Audit	22,000	22,000	10,000	-	0%
Meeting Expenses	7,850	7,850	2,200	-	0%
Contingency	12,000	12,000	10,000	-	0%
<b>***** TOTAL OTHER EXPENSES</b>	<b>41,850</b>	<b>41,850</b>	<b>22,200</b>	<b>-</b>	<b>0%</b>
<b>***** BUDGET (excluding Radio System Expenses)</b>	<b>1,477,040</b>	<b>1,398,471</b>	<b>213,707</b>	<b>(78,569)</b>	<b>-5%</b>
2022 Oper. Admin. Total	1,184,764				
2022 Radio Admin. Total	213,707				

Source of Funds	2022	2021
Interest revenue	19,000	0
Unspent previous year's earnings	37,000	67,200
Insurance Dividend	6,000	6,000
EMS rent, admin, office supplies, etc.	15,000	15,000
MMCD Shared	2,000	2,000
GIS Position funding from Investment Acct	35,718	72,000
<b>Total from other sources</b>	<b>114,718</b>	<b>162,200</b>
Funded from Assessments	1,283,753	1,283,783
<b>Total all sources</b>	<b>1,398,471</b>	<b>1,445,983</b>

ASSESSMENT SCHEDULE			
	DRAFT		
	2022 Assessment	2021 Assessment	Percentage Change Between 2021/2022
<b>MEMBERS</b>			
ANOKA	139,084	138,984	0.1%
CARVER	41,106	41,157	-0.1%
CHISAGO	21,712	21,732	-0.1%
DAKOTA	166,181	166,446	-0.2%
HENNEPIN	463,724	462,040	0.4%
ISANTI	15,558	15,509	0.3%
RAMSEY	214,101	214,479	-0.2%
SCOTT	56,937	56,747	0.3%
Sherburne	37,401	37,366	0.1%
WASHINGTON	100,770	101,568	-0.8%
CITY OF MINNEAPOLIS	27,178	27,754	-2.1%
<b>TOTALS:</b>	<b>1,283,752</b>	<b>1,283,782</b>	<b>0.00%</b>

2022 Budget Detail - DRAFT 5.26.21

	Administration	911	Radio	2022 detail	2022 Budget	2021 budget detail	2021 Budget	% Change	\$ Change
<b>Salaries</b>									
2022 Proposed MESB merit increases	7,691	5,637	1,474	14,802	14,802	31,057	829,693		
Executive Director	132,202			132,202		132,202			
Regional Radio Communications Coordinator			73,687	73,687		73,093			
911 Data Coordinator		88,946		88,946		88,404			
Director of 911 Services		0		0		120,410			
<b>911 Technology Coordinator</b>		75,000		75,000		0			
Senior Administrative Assistant	64,400			64,400		64,012			
MESB Financial Services Specialist	91,800			91,800		91,233			
GIS Specialist		59,540		59,540		59,145			
<b>GIS Specialist</b>		58,341		58,341		59,592			
EMS Coordinator	96,130			96,130		95,545			
Contingency eg. (fto payout)	8,000	5,000	2,000	15,000	755,046	15,000			
<b>TOTAL SALARIES</b>	<b>400,223</b>	<b>292,464</b>	<b>77,161</b>		<b>769,848</b>			-7.21%	-59,845
<b>Benefits</b>									
Executive Director	30,881			30,881		30,384	281,686		
Pollock Benefits (OPEB sgl coverage)	4,000			4,000		4,000			
Regional Radio Communications Coordinator			21,839	21,839		21,161			
911 Data Coordinator		40,590		40,590		38,038			
Eggimann Benefits (OPEB sgl coverage)		4,000		4,000		37,712			
<b>911 Technology Coordinator</b>		31,962		31,962		0			
Senior Administrative Assistant	20,405			20,405		19,744			
MESB Financial Services Specialist	40,055			40,055		38,248			
GIS Specialist		29,572		29,572		28,152			
<b>GIS Specialist</b>		29,787		29,787		28,095			
EMS Coordinator	35,626			35,626		33,652			
Contingency eg. (HR administrative fees)	1,000	1,000	500	2,500		2,500			
<b>TOTAL BENEFITS</b>	<b>131,967</b>	<b>136,911</b>	<b>22,339</b>		<b>291,217</b>			3.38%	9,531
<b>Training/Professional Development/Tech Seminars</b>									
Executive Director	1,100			1,100		1,100	9,225		
Regional Radio Communications Coordinator			1,375	1,375		1,375			
GIS Specialist		1,000		1,000		1,000			
GIS Specialist		1,000		1,000		1,000			
911 Data Coordinator		1,250		1,250		1,250			
911 Technology Coordinator		1,500		1,500		1,500			
Senior Administrative Assistant	1,000			1,000		1,000			
MESB Financial Services Specialist	1,000			1,000		1,000			
<b>Total Training/Professional Development/Tech Seminars</b>	<b>3,100</b>	<b>4,750</b>	<b>1,375</b>		<b>9,225</b>			0%	0

**2022 Budget Detail - DRAFT 5.26.21**

	Administration	911	Radio	2022 detail	2022 Budget	2021 budget detail	2021 Budget	% Change	\$ Change
<b>Local Travel</b>							<b>3,700</b>		
Exec Director local travel & expenses	450			450		450			
911 Tech Coordinator local travel & expenses		800		800		800			
Regional Radio Communications Coordinator			1,200	1,200		1,200			
GIS Specialist		200		200		200			
GIS Specialist		200		200		200			
911 Data Coordinator		700		700		700			
Senior Administrative Assistant local travel & expenses	100			100		100			
MESB Financial Services Specialist	50			50		50			
<b>TOTAL</b>	<b>600</b>	<b>1,900</b>	<b>1,200</b>		<b>3,700</b>			0%	0
<b>Travel for Conferences</b>							<b>25,900</b>		
MN MSA/NENA/APCO 911 Conf - 911 Data Coordinator		0		0		0			
MN MSA/NENA/APCO 911 Conf - 911 Tech Coordinator		400		400		400			
Conference, Republic, Exec Dir	1,200			1,200		1,200			
Conference, NENA Best Practices, Exec Dir	1,200			1,200		1,200			
Conference, NENA Best Practices, 911 Tech Coordinator		1,500		1,500		1,500			
Conference, NENA Best Practices, 911 Data Coordinator		1,200		1,200		1,200			
Conference, APCO, Exec Dir	1,900			1,900		1,900			
Conference, APCO, Regional Radio Coord.			1,900	1,900		1,900			
Conference, APCO, 911 Tech Coordinator		1,500		1,500		1,500			
Conference, NENA, Natl, Exec Dir	1,500			1,500		1,500			
Conference, NENA, Natl, 911 Tech Coordinator		1,500		1,500		1,500			
Conference, NENA, Natl, 911 Data Coordinator		1,500		1,500		1,500			
Conference, NENA, Natl, GIS Specialist		1,500		1,500		1,500			
Conference, NENA, Joint Comm, 911 Tech Coordinator		1,100		1,100		1,100			
Conference, NENA, Joint Comm, 911 Data Coordinator		1,100		1,100		1,100			
Conference, IWCE, Regional Radio Coord.			1,650	1,650		1,650			
Conference, GFOA, Annual Conf - Finance	1,500			1,500		1,500			
State, Regional Conferences, Meetings or Symposiums			250	250		250			
Conference, GIS/LIS MN GIS Specialist		800		800		800			
Conference, GIS/LIS MN 911 Data Coordinator		800		800		800			
Conference, GIS/LIS MN GIS Specialist		800		800		800			
Conference, ESRI GIS Specialist		1,100		1,100		1,100			
<b>TOTAL</b>	<b>7,300</b>	<b>14,800</b>	<b>3,800</b>		<b>25,900</b>			0%	0

**2022 Budget Detail - DRAFT 5.26.21**

	Administration	911	Radio	2022 detail	2022 Budget	2021 budget detail	2021 Budget	% Change	\$ Change
<b>Dues &amp; Subscriptions</b>							<b>2,550</b>		
Executive Director	700			700		700			
911 Technology Coordinator		300		300		300			
Regional Radio Communications Coordinator			400	400		400			
GIS Specialist		300		300		300			
GIS Specialist		300		300		300			
911 Data Coordinator		300		300		300			
MESB Financial Services Specialist	250			250		250			
<b>TOTAL</b>	<b>950</b>	<b>1,200</b>	<b>400</b>		<b>2,550</b>			0%	0
<b>Professional/Contract Services</b>							<b>115,880</b>		
Engineering consulting services		0		0		0			
Computer/Technical Support and Consulting Services	11,230	11,230	5,620	28,080		28,080			
Legal Services/Advocacy/Regulatory Affairs		15,000	15,000	30,000		30,000			
Web Site Maintenance/Other	7,300	7,300	4,700	19,300		19,300			
Accounting Services	6,000			6,000		6,000			
Dakota County Payroll/HR Services	2,500			2,500		2,500			
MESB Project Support(NG 911 Network, System Design, Radio & GIS)		25,000	5,000	30,000		30,000			
<b>TOTAL</b>	<b>27,030</b>	<b>58,530</b>	<b>30,320</b>		<b>115,880</b>			0%	0
<b>Rent</b>							<b>21,800</b>		
Metro Counties Government Center	10,565	7,924	3,962	22,451		21,800			
<b>TOTAL</b>	<b>10,565</b>	<b>7,924</b>	<b>3,962</b>		<b>22,451</b>			3%	651
<b>Communications</b>							<b>26,250</b>		
Office communication service (phones, fax)	6,000	6,000	3,000	15,000		15,000			
Cellular service	500	1,200	500	2,200		2,200			
Outlook/Office365/Drop Box/Adobe	3,500	2,000	1,000	6,500		6,500			
Misc communications fees (Conference Bridge Svc, Broadcast fax, Comc	1,800	500	250	2,550		2,550			
<b>TOTAL</b>	<b>11,800</b>	<b>9,700</b>	<b>4,750</b>		<b>26,250</b>			0%	0

2022 Budget Detail - DRAFT 5.26.21

	Administration	911	Radio	2022 detail	2022 Budget	2021 budget detail	2021 Budget	% Change	\$ Change
<b>Office Supplies</b>							9,700		
Cellular & Telephone Supplies	200			200		200			
Copy Paper	1,200	-	-	1,200		1,200			
Printer Paper	500	500	300	1,300		1,300			
Software(Anti-Malware,Network scanning)	1,500	0	0	1,500		1,500			
Supplies, general.	2,000	-	-	2,000		2,000			
Computer supplies	2,250	500	250	3,000		3,000			
Plotter supplies	500			500		500			
<b>TOTAL</b>	<b>8,150</b>	<b>1,000</b>	<b>550</b>		<b>9,700</b>			0%	0
<b>Printing &amp; copying</b>					<b>1,500</b>		<b>1,500</b>		
<b>TOTAL</b>	<b>750</b>	<b>500</b>	<b>250</b>	1,500		1,500		0%	0
<b>Postage</b>					<b>500</b>		<b>500</b>		
<b>TOTAL</b>	<b>300</b>	<b>100</b>	<b>100</b>	500		500		0%	0
<b>Equipment</b>							<b>4,950</b>		
Misc Small Office Equipment	1,500	1,000	500	3,000		3,000			
Computer Upgrades			1,200	1,200		0			
Printers, Scanners, PDA	700			700		700			
Contingency	500	500	250	1,250		1,250			
<b>TOTAL</b>	<b>2,700</b>	<b>1,500</b>	<b>1,950</b>		<b>6,150</b>			24%	1,200
<b>Equipment Maintenance</b>							<b>14,000</b>		
Copier maintenance/lease	4,000			4,000		4,000			
Postage Meter Lease/Maintenance	1,000			1,000		1,000			
Conference rooms equip maint.	1,000			1,000		1,000			
GIS Software/Hardware Maintenance		8,000		8,000		8,000			
<b>TOTAL</b>	<b>6,000</b>	<b>8,000</b>	<b>0</b>		<b>14,000</b>			0%	0

# 2022 Budget Detail - DRAFT 5.26.21

	Administration	911	Radio	2022 detail	2022 Budget	2021 budget detail	2021 Budget	% Change	\$ Change
<b>Advertising &amp; Public Information</b>							<b>1,650</b>		
Advertising for meetings	250			250		250			
ARMER System			250	250		250			
Public Information--Emerging Issues	250	500		750		750			
Public information -- 911 brochure		200		200		200			
911 For Kids Program		200		200		200			
<b>TOTAL</b>	<b>500</b>	<b>900</b>	<b>250</b>		<b>1,650</b>			0%	0
<b>Insurance</b>							<b>52,149</b>		
General Property & Liability	9,000			9,000		9,000			
Workers Compensation Insurance	2,000			2,000		2,000			
Radio GL & TE - O			42,100	42,100		41,149			
<b>TOTAL</b>	<b>11,000</b>	<b>0</b>	<b>42,100</b>		<b>53,100</b>			2%	951
<b>Radio Site Expenses</b>							<b>759,904</b>		
Rent			360,371	360,371		360,371			
Utilities			294,572	294,572		274,100			
Insurance			26,100	26,100		24,790			
Motorola Maintenance			81,000	81,000		100,643			
<b>TOTAL</b>			<b>762,043</b>		<b>762,043</b>			0%	2,139
<b>Other Operating Costs</b>					<b>3,000</b>		<b>3,000</b>		
<b>TOTAL</b> Miscellaneous unbudgeted expenses	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	3,000		3,000		0%	0
<b>Audit</b>					<b>22,000</b>		<b>22,000</b>		
<b>TOTAL</b>	<b>6,000</b>	<b>6,000</b>	<b>10,000</b>	22,000		22,000		0%	0

**2022 Budget Detail - DRAFT 5.26.21**

	Administration	911	Radio	2022 detail	2022 Budget	2021 budget detail	2021 Budget	% Change	\$ Change
<b>Board Meeting Expenses</b>							<b>7,850</b>		
Board Mileage & Per Diem	1,700	1,100	1,100	3,900		3,900			
Executive Committee Meeting Mileage & Per Diem	1,400	700	700	2,800		2,800			
911 & Radio TOC, GIS Advisory Committee		250	200	450		450			
Miscellaneous Meeting Expense	200	300	200	700		700			
<b>TOTAL</b>	<b>3,300</b>	<b>2,350</b>	<b>2,200</b>		<b>7,850</b>			0%	0
<b>Contingency</b>	1,000	1,000	10,000		<b>12,000</b>		<b>12,000</b>		
<b>TOTAL</b>	<b>1,000</b>	<b>1,000</b>	<b>10,000</b>	12,000		12,000		0%	0
<b>Totals</b>	<b>634,235</b>	<b>550,529</b>	<b>975,750</b>		<b>2,160,514</b>		<b>2,205,887</b>	-2%	-45,373



MESB BOARD ASSESSMENT SCHEDULE 2022 BUDGET - **DRAFT 5.26.21**

**METROPOLITAN EMERGENCY SERVICES BOARD --- ASSESSMENT TO MEMBERS**

	2019	% of 2019	BUDGET 2022 DUES	2019	% of 2019	BUDGET 2022 DUES			Difference from 2021 assessment
COUNTY	Population for Radio Admin.	Population for Radio Admin	Radio. Admin	Population for Operational Admin.	Population for Oper. Admin	Oper. Admin	2022 ASSESSMENT TOTAL	2021 ASSESSMENT TOTAL	
Anoka	362,648	10.83%	\$22,612	362,648	10.83%	\$116,472	\$139,084	\$138,984	\$100
Carver	107,179	3.20%	\$6,683	107,179	3.20%	\$34,423	\$41,106	\$41,157	(\$52)
Chisago	56,613	1.69%	\$3,530	56,613	1.69%	\$18,182	\$21,712	\$21,732	(\$20)
Dakota	433,302	12.94%	\$27,017	433,302	12.94%	\$139,164	\$166,181	\$166,446	(\$264)
Hennepin	844,096	25.22%	\$52,631	1,279,981	38.24%	\$411,094	\$463,724	\$462,040	\$1,684
Isanti	40,566	1.21%	\$2,529	40,566	1.21%	\$13,029	\$15,558	\$15,509	\$49
Ramsey	558,248	16.68%	\$34,808	558,248	16.68%	\$179,293	\$214,101	\$214,479	(\$378)
Scott	148,458	4.44%	\$9,257	148,458	4.44%	\$47,681	\$56,937	\$56,747	\$190
Sherburne	97,520	2.91%	\$6,081	97,520	2.91%	\$31,321	\$37,401	\$37,366	\$35
Washington	262,748	7.85%	\$16,383	262,748	7.85%	\$84,387	\$100,770	\$101,568	(\$798)
Minneapolis	435,885	13.02%	\$27,178	-	0.00%	\$0	\$27,178	\$27,754	(\$576)
TOTAL	3,347,263	100.00%	\$208,707	3,347,263	100.00%	\$1,075,046	\$1,283,753	\$1,283,783	

(\$30)

increase/decrease in assessments from 2021

0.00%

ttl radio admin \$213,707.00  
interest revenue -\$7,000.00  
State rebate -\$3,000.00  
Retained Earnings: -\$10,000.00  
Radio allocation \$15,000.00  
\$208,707.00

ttl admin&911 \$1,184,764.00  
ems reimb -\$15,000.00  
MMCD shared -\$2,000.00  
interest revenue -\$12,000.00  
MCIT dividend -\$3,000.00  
GIS position -\$35,718.00  
Retained Earnings: -\$27,000.00 *previous year's unspent revenue*  
Radio portion -\$15,000.00  
\$1,075,046.00





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**June 9, 2021**

**Agenda Item:**

**7B. Approval of the 2022-2026  
Capital Budget**

**Presenter:**

**Rohret**

### **RECOMMENDATION**

The Executive Director recommends the Executive Committee recommend approval of 2022 – 2026 Capital Budget.

### **BACKGROUND**

Per the MESB Joint Powers Agreement, the Board must annually approve a budget and maximum assessments by August 1. In order to notify members of their maximum assessment for the following year, the Board must approve a budget, with a maximum assessment amount, at its July Board meeting.

In the past, the Board approved a preliminary budget in July, to meet the assessment notification requirements, and then approve a final budget by the end of the year. The final budget amount could not create an increase in the noticed assessments.

### **ISSUES & CONCERNS**

For a number of years, the MESB did not have a capital budget. Starting in 2016, a capital budget was reintroduced into the budgeting process. The capital budget does not affect assessment levels, as capital projects are funded from the Hennepin County Investment Fund.

### **FINANCIAL IMPACT**

See Issues and Concerns and attached 2022 Capital Budget Notes.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL

**Metropolitan Emergency Services Board  
Capital Budget Forecast  
Five Year 2022 - 2026**

Project	Project Rank	Current Year (2021) Budget*	2022	2023	2024	2025	2026	Total Est. Cost
<i>Administrative</i>								
IT Upgrades (Network)	1	10,000	10,000					10,000
AV Equipment	2	35,000	35,000					35,000
Total		45,000	0	0	0	0	0	0
<i>NG 9-1-1</i>								
Network Design/Transition Plan	1	10,000						0
Integrated GIS/MSAG Maintenance/Transition	2	50,000	30,000	30,000	30,000			90,000
Quality Assurance Tool for 9-1-1 Data	3		5,000	15,000				
Independent System Integration (SD-WAN)***	4	35,000	35,000	35,000	35,000	35,000	35,000	175,000
ESInet WAN Equipment for PSAPs	5	308,600	308,600	20,000				328,600
Wireless Routing Database	6		25,000	5,000				30,000
CAD-to-CAD Interoperability Funding/Gov. Plan**	7		75,000					75,000
Cloud-based Mapping App./ESRI Features/Services***	8			33,000	33,000	33,000	33,000	132,000
Total		403,600	478,600	105,000	65,000	35,000	35,000	718,600
<i>Radio</i>								
Cache Radio Replacement	1		52,500	52,500				105,000
Total		0	52,500	52,500	0	0	0	105,000
<b>Total Cost of Capital Projects</b>		<b>448,600</b>	<b>531,100</b>	<b>157,500</b>	<b>65,000</b>	<b>35,000</b>	<b>35,000</b>	<b>823,600</b>
Funding Source		Current Year Budget	2021	2022	2023	2024	2025	Total Est. Cost

Hennepin County Investment Fund		448,600	531,100	157,500	65,000	35,000	35,000	823,600

\*At the May 2021 Board meeting, a consultant contract not to exceed \$100,000.00 was approved; the funding for that contract will come from the 9-1-1 projects listed in current budget year.

\*\*This could be a 2021 expense, if a forthcoming recommendation is approved by the Board

\*\*\*Ongoing service for the region as a whole; how should it be funded long-term? Should these costs be in the MESB's operational budget?





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** June 9, 2021  
**Agenda Item:** 7C. Approval of the 2022-2026 MESB  
Joint Powers Agreement  
**Presenter:** Rohret

### **RECOMMENDATION**

Board counsel and staff recommend the Executive Committee recommend approval of the 2022 – 2026 MESB Joint Powers Agreement.

### **BACKGROUND**

The Joint Powers Agreement (JPA) which created the Metropolitan Emergency Services Board was executed in 2005, and has been amended three times since (2008, 2011, and 2016). The current JPA has been in effect since January 1, 2017 and expires on December 31, 2021.

### **ISSUES & CONCERNS**

Board counsel and the Executive Director have reviewed the current JPA and made proposed amendments for the 2022 – 2026 agreement. Most of the proposed amendments are not major amendments; they are primarily language changes to reflect circumstantial changes which have occurred since the current version was executed. A summary of the changes immediately follows this action sheet in the meeting materials.

One of the changes is the addition of Sherburne County to the list of counties participating in the JPA.

One substantive amendment is the addition of a provision to the Board's 9-1-1 powers dealing with Computer-Aided Dispatch Interoperability, which would only be invoked upon action by the Board. This provision is being added ahead of a recommendation on CAD-to-CAD Interoperability and its governance.

Once the MESB approves this language, the governing body of each member agency must approve and execute the agreement.

### **FINANCIAL IMPACT**

See Issues and Concerns and attached 2022 Budget Notes.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

**JOINT POWERS AGREEMENT  
FOR  
METROPOLITAN EMERGENCY SERVICES BOARD**

AGREEMENT made on the effective date herein between Anoka County, Carver County, Chisago County, Dakota County, Hennepin County, Isanti County, Ramsey County, Scott County, Sherburne County, Washington County, and City of Minneapolis.

WHEREAS, the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington entered into a joint powers agreement to establish the Metropolitan 911 Board to carry out the requirements of counties under Minnesota Statutes, Chapter 403 for the establishment of a 911 telephone system in the seven-county metropolitan area; and

WHEREAS, the provision of Emergency Medical Services (EMS) is a function that is related to the installation and operation of a regional 911 telephone system; and

WHEREAS, regional EMS systems governed by a body consisting of appointed representatives from each of the counties within a region are eligible for funds from the EMS Regulatory Board in accordance with Minnesota Statutes, Section 144E.50; and

WHEREAS, the Joint Powers Agreement for Metropolitan 911 Board was previously amended to include the power to serve as a regional EMS system board under Minnesota Statutes, Sections 144E.50 to 144E.52; and

WHEREAS, the Metropolitan Radio Board was established pursuant to Minnesota Statutes, Section 403.22, and included the seven member counties to the Metropolitan 911 Board and Chisago County, Isanti County and the City of Minneapolis; and

WHEREAS, the statutorily created Metropolitan Radio Board terminated pursuant to Minnesota Session Laws, 2004, c. 201, s. 22, and a successor regional radio board needed to be established pursuant to Minnesota Statutes, Section 403.39 to plan, implement, maintain, and operate regional and local improvements to the statewide, shared, trunked radio and communication system provided for in Section 403.36; and

WHEREAS, the seven member counties to the Metropolitan 911 Board and the City of Minneapolis recognized that there were economic and operational advantages to the members to jointly plan, coordinate, and administer a regional 911 system, emergency medical services, and a regional radio system in the metropolitan area, pursuant to Minnesota Statutes, Section 471.59 and other law; and therefore entered into a Joint Powers Agreement for Metropolitan Emergency Services Board effective June 15, 2005, which made the former Metropolitan 911 Board the successor to the Metropolitan Radio Board; and

WHEREAS, Chisago County became a party to said Joint Powers Agreement in 2006, and fully participates in the activities of the Board; and



WHEREAS, said Joint Powers Agreement was amended and replaced by Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2008; and

WHEREAS, Isanti County became a party to said Joint Powers Agreement in 2010, and fully participates in the activities of the Board; and

WHEREAS, the Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2008 was amended and replaced by Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2012; and

WHEREAS, the Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2012 was amended and replaced by Joint Powers Agreement for Metropolitan Emergency Services Board effective January 1, 2017; and

WHEREAS, Sherburne County became a part to said Joint Powers Agreement in 2019, and fully participates in the activities of the Board; and

WHEREAS, all of the parties to the existing Joint Powers Agreement for Metropolitan Emergency Services Board agree that it shall be amended and replaced with this Agreement.

THEREFORE, in consideration of the terms contained herein, and in consideration of the execution of this Agreement by each of the parties hereto, it is agreed as follows:

## ARTICLE I

### Purposes

This Agreement has been executed by the parties hereto for the following purposes:

A. establishing a regional radio board pursuant to Section 403.39 to implement, maintain and operate regional and local improvements to the statewide, shared, trunked radio and communication system provided for in Section 403.36.

B. complying with the mandate of Sections 403.02 to 403.15, and implementing and administering a regional 911 system through a joint powers board.

C. encouraging the development of new resources and the coordination of EMS services throughout the ~~nineteen~~-county metropolitan area to efficiently and cost effectively respond to medical emergencies and provide a high level of patient care.

D. serving as the successor in interest to the Metropolitan Radio Board with respect to all contracts (including but not limited to Cooperative Agreements with members to this Agreement and/or other radio users), responsibilities and obligations, whether at law or in equity.

Each member agrees to cooperate in fulfilling these purposes, the terms of this Agreement and the objectives of applicable legislation, rules and standards in furtherance of the

public safety and welfare of the people of the ~~nineteen~~-county metropolitan area through effective emergency communications systems and emergency medical services systems.

## ARTICLE II

### Definitions

**Section 1: Statutory Definitions.** The definitions of terms contained in Minnesota Statutes, Chapter 403 shall apply in this Agreement where those terms are used.

**Section 2: Additional Definitions.** In the interpretation of this Agreement, the following additional definitions shall have the meanings given to them.

- ~~A.~~ A. “Board” means the joint powers board described in Article III, Section 1 of this Agreement.
- ~~A.B.~~ “CAD” means Computer-Aided Dispatch.
- ~~B.~~ “~~Nineteen~~-county metropolitan area” means the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne and Washington.
- C. “EMS” means Emergency Medical Services.
- D. “Local Elective Service” means that service of a county which exceeds minimum 911 service.
- E. “Member” means a party to this Agreement.
- ~~G.F.~~ “PSAP” means a public safety answering point.
- ~~H.G.~~ “Representative” means a county commissioner or city council member who is a duly appointed, qualified and acting representative of a member hereto.
- ~~I.H.~~ “Regional 911 System” means the metropolitan area 911 system under the Board coordinating 911 service to each of the counties hereto.
- ~~I.~~ “~~Nine~~-Ten-county metropolitan area” means the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, and Washington.
- J. “User” with respect to the regional radio system, means any entity or person who has a contractual or other right to send and receive information via the regional radio system.

## ARTICLE III

### Joint Powers Board

**Section 1: Creation and Composition.** A board, known as the Metropolitan Emergency Services Board, is hereby established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of either one or two representatives from each of the counties of Anoka, Carver, Dakota, Scott, Sherburne and Washington, and from the City of Minneapolis, as provided in their appointing resolutions. Ramsey County and Hennepin County shall each have two to four representatives, as provided in their appointing resolutions. The counties of Anoka, Carver, Dakota, Scott, Sherburne and Washington, and the City of Minneapolis, shall be entitled to two votes each, one vote for each representative, or allocated among their representatives as provided in their appointing resolutions. Ramsey County and Hennepin County shall have four votes each to be allocated among their representatives as provided in their appointing resolutions. The Board shall include one representative from each of the counties of Chisago and Isanti who shall each have one vote. The governing body of each member to this Agreement shall appoint, by resolution, its representatives and alternates to the Board. Alternates shall be elected officials and shall have the same voting strength as the representative for whom they are appointed to serve as an alternate. Resolutions appointing representatives shall be filed at a place, time and manner as determined by a majority of the Board.

**Section 2: Terms.** Representatives shall be appointed for a one year term beginning January 1 of each year. In the event that any representative shall not have been appointed by January 1 in any year, the incumbent representative shall serve until a successor has been appointed. Removal of any representative during the term for which the representative has been appointed shall be done only by resolution of the appointing governing body. Resolutions appointing or removing representatives under this section shall be filed as provided for in Section 1 of this Article.

**Section 3: Chair and Vice Chair.** At its first regular meeting of the year the Board shall elect a Chair and Vice Chair from among the representatives designated by the governing bodies of the members to serve on an Executive Committee. The Chair and Vice Chair shall be elected by the Board for one year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

**Section 4: Secretary and Treasurer.** At its first regular meeting of the year the Board shall elect a Secretary and a Treasurer from among the representatives designated by the governing bodies of the members to serve on an Executive Committee. The Secretary and the Treasurer shall be elected by the Board for one year terms. The Secretary and Treasurer shall perform all the duties and functions as provided for in the bylaws. In the absence of the Chair and Vice Chair the Secretary and Treasurer, respectively, shall preside over and act for the Board.

**Section 5: Membership in Executive Offices.** Ramsey County shall have one representative in any of the four executive offices provided for in Sections 3 and 4 of this Article. Hennepin County and the City of Minneapolis shall alternate every four years having a representative in

any of the four executive offices provided in Sections 3 and 4 of this Article. Officers will serve successively in the offices of Treasurer, Secretary, Vice Chair and Chair. Representatives from all other members will serve as officers on a rotating basis.

**Section 6: Vacancies.** If an appointment of any representative is vacated before the end of the term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minnesota Statutes, Section 351.02 exist, or if a representative fails to qualify or act as a representative.

**Section 7: Meetings.** The Board shall meet at regular meetings at such times and places as the Board shall determine. Special meetings may be held on reasonable notice by the Chair or any two representatives upon terms and conditions as the Board may determine and in accordance with the requirements of the open meeting law, Minnesota Statutes, Chapter 13D. Each representative shall be present and voting only in his or her own representative capacity and without authority to cast proxy votes. An affirmative vote of a majority of representative votes present shall be required before any action can be taken provided a quorum is present at the call of the meeting to order. A majority of the representatives designated by the members to this Agreement shall constitute a quorum, provided that those present represent a majority of the members to this Agreement.

## ARTICLE IV

### Powers of the Board

**Section 1: General Powers.** The Board is hereby authorized to exercise such authority that it may as a joint powers board pursuant to Minnesota Statutes, Section 471.59, and other law, including new and amended law, except as otherwise limited herein, to effectively achieve the goals and objectives as described herein.

A. **Radio.** When acting in its capacity as a regional radio board and as the successor to the Metropolitan Radio Board, the Board has the powers necessary and convenient to discharge the duties imposed on it by law, including the duty to implement, maintain, and operate regional and local improvements to the statewide, shared, trunked radio and communication system provided for in Minnesota Statutes, Section 403.36. The Board shall also have the powers of a regional radio board provided by Minnesota Statutes, Section 403.39.

B. **911.** When acting as the metropolitan 911 board, the Board is authorized to complete the implementation of the consolidated 911 plan for the ~~nine-ten~~ member counties in the acquisition, installation, operation and maintenance of the Regional 911 System, and is authorized to exercise those powers required to discharge the duties imposed by Minnesota Statutes, Sections 403.01 to 403.15, and rules and regulations promulgated pursuant to said statutes.

C. **EMS.** When acting as a regional emergency medical services (EMS) board pursuant to Minnesota Statutes, Sections 144E.50 to 144E.52, the Board is authorized to take

actions, or recommend actions to the appropriate authorities, public and private, which are needed for the coordination and improvement of emergency medical services (EMS) within the counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne and Washington.

**D. Emergency Services Systems.** The Board may exercise other powers granted by the legislature to regional radio boards and to counties or cities under Minnesota Statutes, Chapter 403, including all the powers of a regional emergency communication board under Minnesota Statutes, Section 303.392, or any other law related to emergency services systems.

**Section 2: Specific Powers.** The Board may exercise, but is not limited to, the following specific powers:

**A. Powers of General Applicability.** The Board may exercise the following powers in carrying out any of the purposes set forth in this Agreement:

1. Adopt an annual budget, together with a statement of the sources of funding and an estimate of the proportion of such amounts required of each party.
2. Enter into contracts required in furtherance of this Agreement and statutory mandate; and enforce such contracts to the extent available in equity or at law. The requirements of the member with the least restrictive contracting and purchasing authority shall apply hereto in the judgment of the Board.
3. Disburse funds in a manner, which, as far as practicable, is consistent with the method provided by law for the disbursement of funds by the parties to this Agreement.
4. Adopt by-laws and rules and/or policies consistent with this Agreement required for the exercise of the powers of the Board or accomplishment of its objectives.
5. Proceed against any member to this Agreement failing to make prompt payment of its just and correct assessment under Article VI, subject to the procedures established in this Agreement.
6. Make provision for the employment, discipline or discharge of personnel required to accomplish the purposes of this Agreement. Employ an executive director and delegate contracting authority to the executive director up to such limits as determined by the Board, and delegate such other powers as the Board deems appropriate for the efficient and effective management of the joint powers organization.
7. Purchase public liability insurance and such other bonds and insurance as is deemed necessary for the protection of the Board, its members, representatives, officers, agents and employees. The exercise of such authority by the Board shall not be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes, Section 471.59, subd. 1a, or other applicable law.

8. Seek, apply for, and accept appropriations, gifts, grants or loans of money, other property or assistance on behalf of any or all the members from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and disburse or dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto. Nothing herein is intended to authorize the Board to issue bonds for any of its purposes.

9. Acquire real and personal property by purchase, lease, gift, or grant, and interests in property necessary for the accomplishment of the purposes set forth in this Agreement, and sell or otherwise dispose of property which it no longer requires.

10. To the extent allowed by law, establish and collect fees, including user fees, for services provided by the Board.

11. Petition the legislature and congress for funding and for statutory changes.

12. Sue and be sued.

13. The Board shall keep proper minutes of all its proceedings.

14. The Board shall keep proper and adequate books of accounts showing all its receipts and disbursements by date, source, and amount. The Board must be audited at least once each year. The Board may elect to be audited by a certified public accountant or by the state auditor.

**B. Radio Specific Powers.** The Board may exercise the following regional radio board powers:

1. Establish, implement, and approve plans for local government radio subsystems that are, or will be, interconnected to the state backbone within the ~~nineteen~~-county metropolitan area.

2. Set or adopt regional performance and technical standards, subject to review by the Statewide Emergency Communications Board (SECB), for regional radio system infrastructure.

3. Set regional interoperational priorities or protocols for the radio system.

4. Determine cost apportionment among radio user entities for regional capital, operational, maintenance, and administrative costs.

5. Continue to administer radio antenna leases within metropolitan area. Renegotiate and approve new leases upon expiration, when necessary, in conjunction with MnDOT.

6. Assume existing contractual responsibilities of the Metropolitan Radio Board.

7. Monitor compliance with standards, protocols and procedures as determined by the SECB and this Board within the nine-county metropolitan area.

8. Prepare reports to the legislature as required by law.

9. In cooperation and conjunction with the SECB, and MnDOT, allocate capacity within the ~~nineteen~~-county metropolitan area.

10. Coordinate integration among users in the ~~nineteen~~-county metropolitan area.

11. Apply for and hold licenses for public safety frequencies to be used in regional and local improvements, including a regional data system.

12. In cooperation with the SECB, determine the extent to which local governments, quasi-public service corporations, and private entities eligible to use the system may provide system enhancements at their direct expense.

13. Subject to system capacity and channel availability, the Board shall ensure that all local governments, quasi-public service operations, and private entities in the ~~nineteen~~ metropolitan counties that are eligible to use radio frequencies reserved for public safety use have adequate communications capacity and intercommunications capability.

14. The Board may contract with entities in the ~~nineteen~~ metropolitan counties eligible to use the public safety channels other than local governments, to provide them with public safety radio communication service. The Board may contract with eligible jurisdictions and entities outside the ~~nineteen~~ metropolitan counties for inclusion in the regionwide public safety radio communication system.

15. Own, lease or otherwise provide hardware and/or software necessary to support sharing of radio infrastructure between multiple agencies, including public safety answering point (PSAP) dispatch operation position equipment.

C. **911 Specific Powers.** The Board may exercise the following 911 board powers:

1. Engage in planning, installing, administering, operating and maintaining the Regional 911 System, including preparing and submitting a consolidated 911 system plan on behalf of all the counties. Any consolidated 911 system plan approved by the Board shall not impose financial obligations on any county or city which exceeds those approved by the county or the city responsible for the PSAP.

2. Provide or administer training to PSAP operators and other participants in the emergency services systems.

3. Own, lease or otherwise provide the network(s) and/or emergency service applications that support the network(s), including hardware and/or software, for network



components and elements such as servers, gateways, routers, databases, or any other network elements, necessary to support standardized regional delivery of Requests for Emergency Assistance (RFEAs) and the related data information to multiple PSAPs.

4. Own, lease or otherwise provide the hardware/software/data/applications and/or other emergency service components and elements necessary to support standardized regional handling of Requests for Emergency Assistance (RFEAs) and the related data information at individual and/or multiple PSAPs.

5. Contract with one or more vendors to provide an emergency services system(s) or related elements or components of an emergency services system(s).

6. Contract with or employ staff to design, install, administer, operate, and maintain elements or components of an emergency services system.

7. Set or adopt regional performance and technical standards related to an emergency services system(s).

8. Monitor vendor compliance with the emergency services system standards.

9. Determine and administer cost apportionment among user entities for regional capital, operational, maintenance, and administrative costs.

10. Develop and maintain a regional plan for the implementation of Next Generation 911 (NG911) service within the region or within subregions of the region consistent with standards established under Minnesota Statutes, Section 403.382.

11. Establish regional technical and operational standards for the implementation of NG911 service within the region or within subregions of the region that are consistent with technical and operational standards for 911 service adopted pursuant to Minnesota Statutes, Section 403.382.

12. Upon Board action to exercise this power, contract with one or more vendors for a CAD interoperability system; administer and govern this system via an established committee of all PSAP participants.

**D. EMS Specific Powers.** The Board may exercise the following EMS board powers:

1. Serve as the contractual and financial agent for the purposes of accepting and disbursing State or federal funds under agreements with the State of Minnesota, Minnesota Department of Health or other State or federal agencies on behalf of the counties included in the ~~nineteen~~ county metropolitan regional EMS system, as identified in Section 1.C, for regional emergency medical services (EMS) activities.



2. Review and approve plans, grant applications or requests for funds or programs related to emergency medical services within the ~~nineteen~~-county metropolitan regional EMS system.

3. Recommend policies, procedures, or programs to coordinate and improve the delivery of emergency medical services in the ~~nineteen~~-county metropolitan regional EMS system.

4. Review, develop, and recommend standards for training of emergency services personnel, including dispatchers, first responders, emergency medical technicians, paramedics, emergency room nurses and physicians for the ~~nineteen~~-county metropolitan area.

5. Develop, review, and recommend standards and procedures for EMS communications, including, but not limited to use of the assigned Emergency Medical Services radio frequencies within the ~~nineteen~~-county metropolitan area.

6. Develop, review, and recommend standards and procedures for emergency transportation and medical care of the patient from the scene of the incident to the hospital including equipment for patient care in the ~~nineteen~~-county metropolitan area.

7. Review, develop, and present public information and education programs that relate to EMS functions and services in the ~~nineteen~~-county metropolitan area.

**Section 3: Indemnification.** The Board shall be considered a separate and distinct public entity to which the members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466. The Board shall fully defend, indemnify and hold harmless the members against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any member of limitations on liability provided under Minnesota Statutes, Section 466.04. To the full extent permitted by law, actions by the members pursuant to this Agreement are intended to be and shall be construed as a cooperative activity and it is the intent of the members that they shall be deemed a single governmental unit for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a; provided further that for purposes of that statute, each member to this Agreement expressly declines responsibility for the acts or omissions of the other members. The members of the Board are not liable for the acts or omissions of the other members to the Board except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

## ARTICLE V

### Committees

**Section 1: Executive Committee.** The Chair, Vice Chair, Secretary, Treasurer and one representative from each of the members not represented by an executive officer shall constitute an Executive Committee. The governing body of each member to this Agreement shall

designate which of its representatives will serve on the Executive Committee. The Executive Committee shall have the authority to act in those circumstances and on those matters as directed by the Board.

**Section 2: Technical Operations Committee(s).** The Board shall establish Technical Operations Committee(s) and shall determine the membership and responsibilities of the committee(s).

**Section 3: EMS Technical Operations Committee.** The EMS Technical Operations Committee shall recommend to the Board those actions which are needed for the coordination and improvement of emergency health care services within the ~~seventen~~-county metropolitan regional EMS system.

**Section 4: Other Committees.** The Board may appoint such other committees and subcommittees as are necessary for the accomplishment of the purposes of this Agreement. The Board may authorize one or more subcommittees for any committee of the Board.

## ARTICLE VI

### Funding

**Section 1: Assessment Procedure.** By August 1 of each year, prior to the adoption of an annual budget for the following year, the Board shall determine the amount of contribution by each participating county according to the assessment formula in Section 3 herein. The budget shall account for all revenue and expenses of each function of the Board under this Agreement. The contribution of each county shall be a credit for the county making the contribution. If, in any year, the amount of any contribution exceeds that estimated as each county's share toward the total annual cost, the excess shall be allocated in such manner as to reduce each county's contribution in accordance with the assessment formula herein. If, after the adoption of an annual budget, it appears that a deficit is imminent in that the amount of any share is incorrect or insufficient, the Board may, at a regular or special meeting, adjust the budget to the extent required for the exercise of its powers and the accomplishment of its purposes. Such additional contributions shall be assessed as provided in Section 3 herein. Hennepin County will be assessed based on its entire population as provided in Section 3 herein; therefore, the City of Minneapolis shall not be assessed for Board functions except for administrative costs related to regional radio board functions as provided in Section 8 herein.

**Section 2: Initial Assessment.** An assessment shall be made and charged to each county herein sufficient to enable the Board to administer the Regional 911 System. Such assessment shall be made by the Board at its first regular meeting in accordance with the assessment formula contained in Section 3 herein. Thereupon, notice of the assessment shall be forwarded to each county for approval and payment.

**Section 3: Assessment Formula.** All assessments authorized to be made by this Agreement shall be made in the same proportion as the ratio of the population of the county bears to the population of the ~~nineteen~~-county metropolitan area, as measured by the most recent and available

population figures of the State Demographic Center. If the Board incurs any liability for damages arising from any of its activities under this Agreement, the amount of damages shall be assessed against each county in the same manner as in the assessment formula described in this section; provided that any assessment against Hennepin County shall be reduced by the amount attributable to the population of the City of Minneapolis and shall be assessed against the City of Minneapolis. Nothing herein shall be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes Section 471.59, subd. 1a, or other applicable law.

**Section 4: Initial Local Elective Service.** The total costs incurred as a result of any single county request or local elective service shall be assessed to the county so requesting. If more than one county makes a request for such service, the assessment therefor shall be made in the same proportion as the ratio of population of each requesting county bears to the population of all counties requesting such local elective service. The assessment therefor shall be made on the most recent and available population figures of the State Demographic Center.

**Section 5: Local Elective Service After Implementation.** Any county requesting an elective service after implementation of the Regional 911 System, or after the cost of a local elective service has been assessed and paid by another county or counties, shall purchase the local elective service by paying its proportionate share of the installation cost of special or additional equipment required for local elective service to the Board as though the later requesting county or counties had originally requested the local elective service.

The amount paid by the county or counties later requesting the local elective service shall be paid to the county or counties originally paying for the local elective service in proportion to their entitlement, or at the county's option, may be allocated by the Board to the initial requesting county or counties as a credit in proportion to their original payment for local elective service.

**Section 6: Time of Payment; Review.** All assessments made under the provisions of this article shall be approved and paid by each county within thirty (30) days of receipt of written notice of the assessment. Payment by any county shall not be construed as a waiver of the right to review the amount or the basis for the assessment. Any county may request such a review, after payment of the assessment, by the Board. The Board shall hear the parties upon request and make such modifications in the assessment to any county as are appropriate under the circumstances. If the request for review is not satisfactorily resolved before the Board, the aggrieved county or counties may make a request for arbitration pursuant to the provisions of Minnesota Statutes, Chapter 572.

**Section 7: Allocation of Capital, Operating and Maintenance Costs for Radio System.** Each member shall pay for the capital, maintenance and operating costs of all equipment related to the regional radio system which the member owns, now or in the future.

**Section 8: Administrative Costs.** The administrative costs of the Board which are incurred as a result of the Board's operating as a regional radio board shall be determined by the Board and shall be allocated to all members as provided in Section 3 herein, except that Hennepin County's

assessment shall be reduced by the amount assessed to the City of Minneapolis, which shall be assessed based on its population.

**Section 9: Accountability for Funds.** All funds shall be accounted for according to generally accepted government accounting principles.

## ARTICLE VII

### Withdrawal

**Section 1: Unilateral Withdrawal.** No member may withdraw during the term of this Agreement or during any renewal term. Any member may withdraw upon the expiration of the term of this Agreement or upon the expiration of any renewal term, provided for in Article IX, Section 1, by giving notice to the Chair of the Board of a certified copy of a resolution of its governing body indicating its intent to withdraw from this Agreement. Such notice must be given to the Chair of the Board by June 1st of the year of withdrawal to be effective. Upon receipt of the resolution, the Chair of the Board shall forward a copy of the resolution to each of the members and to the Minnesota State Department of Public Safety.

**Section 2: Effect of Withdrawal.** Withdrawal by any member shall not terminate this Agreement except as provided in Article VIII. Withdrawal shall not act to discharge any liability incurred or chargeable to any member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No member shall be entitled to a refund of administrative or operating funds paid, or forgiveness of such funds owed, to the Board. Any withdrawing county receiving local elective services shall continue to be liable for its share of the annual recurring costs of such service.

## ARTICLE VIII

### Termination

**Section 1: Termination.** This Agreement shall terminate upon the occurrence of any one of the following events:

A. When members withdraw pursuant to Article VII so that in the judgment of the Board it becomes impractical or uneconomical to continue to operate under this Agreement.

B. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.

C. When a majority of the members hereto agree, by resolution of their governing bodies, to terminate the Agreement.

D. Upon the termination date set forth in Article IX, unless renewed as provided in Article IX.

**Section 2: Effect of Termination.** Termination shall not discharge any liability incurred by the Board or by the members during the term of this Agreement. Each member shall be liable for its own acts and for the acts of the Board to the extent provided by law. Property or surplus money acquired by the Board shall be distributed to the members in proportion to contributions of the contracting parties. Any funds remaining from the settlement with Northwestern Bell Telephone Company shall be distributed to the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, Sherburne and Washington in proportion to their population as determined by the most recent and available population figures of the State Demographic Board. The Board shall approve a final report of its activities and affairs.

## ARTICLE IX

### Effective Date, Renewal, Amendments, New Members

**Section 1: Effective Date.** This Agreement, which amends and replaces the existing Joint Powers Agreement for Metropolitan Emergency Services Board, shall become effective on January 1, ~~2017~~2022 and shall continue in force until December 31, ~~2021~~2026.

This Agreement may be renewed for additional terms of up to five years each by resolution of the governing bodies of the members hereto. Upon the renewal of this Agreement by a majority of members, this Agreement will become binding upon the remaining members except for any member that has provided notice of its intent to withdraw pursuant to Article VII, Section 1.

**Section 2: Amendments.** This Agreement may be amended only by unanimous agreement of the members hereto by resolution of the governing bodies thereof except as provided in Section 3 herein.

**Section 3: New Members.** Additional members may become parties to this Agreement by resolution of their governing bodies and unanimous agreement of the representatives of the existing members.

**Section 4: Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below:

**COUNTY OF ANOKA, STATE OF MINNESOTA**

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

~~Clerk of County Board~~ County Administrator Chair of County Board

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

**COUNTY OF CARVER, STATE OF MINNESOTA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk of County Board Chair of County Board

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

**COUNTY OF CHISAGO, STATE OF MINNESOTA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk of County Board Chair of County Board

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

Reviewed by:

\_\_\_\_\_  
Chisago County Attorney

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



**COUNTY OF DAKOTA, STATE OF MINNESOTA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk of County Board Chair of County Board

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

Approved as to Form:

\_\_\_\_\_  
Assistant Dakota County Attorney

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

**COUNTY OF HENNEPIN, STATE OF MINNESOTA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk of County Board Chair of County Board

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

Reviewed by the County Attorney's Office

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

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

**COUNTY OF ISANTI, STATE OF MINNESOTA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk of County Board Chair of County Board

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

**COUNTY OF RAMSEY, STATE OF MINNESOTA**

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

~~Chair County Board~~ ~~Chair of County Board~~  
~~Ramsey County Board of Commissioners~~

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

Attest: \_\_\_\_\_

~~Janet Guthrie~~ Abby Goldsmith, Acting Chief Clerk  
~~Ramsey County Board of Commissioners~~

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

Approved: \_\_\_\_\_

~~Nancie Pass, Director~~  
~~Ramsey County Department of Emergency Communications~~

**COUNTY OF SCOTT, STATE OF MINNESOTA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk of County Board Chair of County Board

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

**COUNTY OF SHERBURNE, STATE OF MINNESOTA**

Approved on the \_\_\_\_ day of \_\_\_\_\_, 20xx

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk of County Board Chair of County Board

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

Approved as to form and execution:

\_\_\_\_\_  
For Sherburne County Attorney's Office

**COUNTY OF WASHINGTON, STATE OF MINNESOTA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Clerk of County Board Chair of County Board

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

Approved as to Form:

\_\_\_\_\_  
Assistant Washington County Attorney

**CITY OF MINNEAPOLIS, STATE OF MINNESOTA**

By: \_\_\_\_\_  
City Coordinator

By: \_\_\_\_\_  
City Finance Officer or Designee

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

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** June 9, 2021  
**Agenda Item:** 7D. Approval of Draft MESB Policy  
034 – Telework  
**Presenter:** Rohret

### **RECOMMENDATION**

Staff recommend the Executive Committee recommend approval of draft MESB Policy 034 – Telework.

### **BACKGROUND**

The MESB has developed and approved 33 policies which govern board activities, human resources policies, use of IT, and records retention (list not exhaustive).

### **ISSUES & CONCERNS**

Given the success of allowing MESB staff to work from home during the pandemic, the Executive Director would like to allow staff the ability to work from home, based on employee duties and performance.

The draft policy largely follows the current Dakota County policy for telework. The Executive Director will approve work arrangements for each employee subject to the employee's job duties and job performance. Work arrangements will vary depending on MESB needs, the employee's job duties, and the employee's job performance.

This draft policy has been reviewed by MESB Counsel, who suggested some edits which have been included in the draft before the Executive Committee.

### **FINANCIAL IMPACT**

None to the MESB; due to the pandemic additional laptops were purchased for staff which will continue to be used in telework arrangements.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

## Metropolitan Emergency Services Board

**Subject: Telework**

**Number: 034**

**Effective Date: xx-xx-2021**

**PURPOSE:** To establish procedures and guidelines to allow MESB employees to telework, as approved by the Executive Director. This policy provides standards and expectations for all MESB telework arrangements.

### Policy Statement

Under certain circumstances, it is the policy of the MESB to allow employees to telework. Telework may not be an option for all MESB employees, depending on factors that may include, but not be limited to employee job duties, employee job performance, and the business needs of the MESB. This policy provides standards and expectations for all telework arrangements.

Telework arrangements may be full or part-time and is described as a substitute to working in the MESB offices. Teleworkers commute to work by telephone or other telecommunications equipment rather than by vehicle.

Teleworkers will, at all times, be cognizant of the public's expectation of productive, dedicated, and faithful service from all MESB employees. Both actual and apparent conflicts with this expectation must be avoided and the existence of any such conflicts will result in termination of the telework arrangement and/or disciplinary action.

### Definitions

**Telework:** A work arrangement which may be long-term, temporary, or intermittent, that permits employees to work off-site in their home or other approved alternate location for part or all of the work week, as a substitute to working at the MESB offices.

**Long-term telework:** Telework approved as a long-term arrangement which occurs on a consistent, ongoing schedule with no end date, although required to be renewed annually.

**Temporary telework:** Telework which occurs on a consistent schedule that is approved for a time-limited duration.

**Intermittent telework:** Telework approved for a one-time, short-term duration that is minimally four consecutive work hours.

### General

There are three types of approved telework, as defined above: long-term, temporary, and intermittent.

The following situations are not covered by this policy and are not considered telework as defined in this policy:

- MESB work conducted by employees in a non-MESB work site as required by their functional job responsibilities; and
- MESB work conducted by employees on an intermittent or irregular basis, at a location other than their normal and customary work location, for less than four consecutive hours.

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### **Terms and Conditions of Employment**

Teleworking does not change the terms and conditions of employment such as salary, benefits, or job responsibilities and work tasks. When working from a telework location (e.g., home), that location will be considered the place of reporting. Teleworkers work at a designated location during work hours as agreed upon by the teleworker and Executive Director and will not do work anywhere else unless approved by the Executive Director.

Teleworkers do not receive a special commuting allowance when working at the telework location. Overtime, compensatory time, or leave provisions contained in MESB policy provisions are not altered to accommodate a telework arrangement.

### **Performance Standards and Expectations of Teleworkers**

Performance standards for teleworkers are no less than those of employees working at the MESB offices doing the same work. If modifications to the standards are necessary, they must be discussed with and agreed to by the Executive Director.

Employees entering into a telework arrangement have scheduled hours consistent with their work unit and provisions of the telework arrangement. Work schedules for on-site and off-site work hours are pre-approved by the Executive Director if different from the arrangement specifications.

Teleworkers will be as accessible as their on-site counterparts during their agreed upon regular business/work hours, regardless of location. Telework is not for the purpose of allowing an employee to provide dependent care. Teleworkers who work at home will manage dependent care and personal responsibilities in the same way they meet these responsibilities while working at the MESB offices and in a way that allows them to successfully meet job responsibilities.

Other potential distractions to the teleworker should be considered and conflicting demands resolved in advance of commencing a telework arrangement.

### **Data Management and Security**

Employees who have an approved telework arrangement must take all necessary precautions to keep MESB data and information secure and to prevent unauthorized access to any MESB system or information from the telework location, including access by members of the teleworker's household. Because of the nature of telework and the presence of others who are not employed by the MESB, employees have a greater individual responsibility for data security than employees have while working at the MESB offices.

### **Approval Process and Telework Arrangement**

All telework arrangements must be documented and approved by the Executive Director.

#### **Equipment**

MESB, at its sole discretion, may choose to provide equipment and related supplies for use by the teleworker or permit the use of employee-owned equipment. Any equipment supplied by the MESB for use at a remote location may not be used for personal purposes by the employee or non-MESB employees. This aspect of the telework is monitored by the MESB on a periodic

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basis. When using personally owned equipment for telework purposes, the employee shall keep all MESB data and information secure and not accessible by others.

In the event of delay in repair or replacement of equipment or any other circumstance under which it would be impossible for the employee to telework, the employee will be assigned to do other work and/or return to the MESB offices.

### **Work Site**

Long-term teleworkers who work at home, or other approved location, will have a designated workspace agreed to by the Executive Director and maintained by the employee. Prior to initiation of any long-term telework arrangement, the workspace will be assessed for compliance with applicable requirements.

The teleworker will be responsible for any and all costs associated with furnishing, remodeling, set-up, cable connections, internet access, accessibility, safety, and maintenance of the designated workspace.

Supervisors have discretion to conduct work site inspections for employees who conduct MESB work in a home setting, or other approved location.

### **Disclaimer**

Teleworking is a voluntary program and may be terminated by the MESB or the employee upon notice in writing at any time. Failure of the teleworker to comply with all relevant laws, policies, provisions, requirements or expectations, or the terms of the telework arrangement, may result in the loss of telework privileges and/or disciplinary action as necessary or appropriate.

### **Procedures**

All telework arrangements will be consistent with MESB standards, policies and procedures.