



METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA

January 11, 2023, 10:00 a.m.

1. **Call to Order** – Commissioner Irene Fernando, 2022 Board Chair
2. **Oath of Office** – Commissioner Fernando
3. **Approval of Agenda** – Commissioner Fernando
4. **Election of 2023 Officers and Executive Committee Designation** – Rohret (**page 3**)
5. **Thank You to 2022 Chair** – Commissioner Mike Warring, 2023 Board Chair
6. **MESB Policy 17 – Conflict of Interest** – Rohret (**page 7**)
7. **Consent Agenda** – Rohret (**page 9**)
 - A. Approval: November 9, 2022 Meeting Minutes
 - B. Approval: October 2022 Treasurer's Report
 - C. Approval: November 2022 Treasurer's Report
 - D. Approval 2023 MESB Meeting Schedule
 - E. Approval of 2023 Radio TOC Chair/Vice Chair
 - F. Correspondence
8. **Radio Items** – Tracey Fredrick, Radio Services Coordinator
 - A. Ratification of Approval of Amendment 1 to Pioneer Public TV ARMER Lease at Minnetrista (**page 33**)
 - B. Approval of Amendment to Cooperative Agreement with Dakota County, MESB and MnDOT (**page 41**)
9. **9-1-1 Items** – Mike Mihelich, 9-1-1 Manager – None
10. **EMS Items** – Greg Hayes, EMS Coordinator
 - A. Ratification of Approval and Acceptance of the EMSRB EMS Sustainability Pilot Project Grant (**page 65**)
11. **Administrative Items** – Jill Rohret, Executive Director
 - A. Approval of 2023 Appointments to SECB/SECB Committees (**page 83**)
 - B. Approval of Amendments to MESB Policy 004 – Per Diem Procedures (**page 85**)
 - C. Discussion: 2023 MESB Legislative Initiative (**page 89**)
12. **Reports**
 - A. Legislative Report – Margaret Vesel/Matthew Bergeron
 - B. Statewide Emergency Communications Board (SECB) Reports:
 - 1) Finance – Wolf/Fredrick
 - 2) Legislative – Rohret/Atkins
 - 3) Steering – Commissioner Fernando/Rohret
 - 4) Other SECB Committees – Fredrick/Mihelich
 - 5) Board – Commissioner Matascastillo/Rohret
13. **Old Business** – None
14. **New Business** – None
15. **Adjourn**



METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA

January 11, 2023, 10:00 a.m.

Metropolitan Emergency Services Board Members

Anoka County

Commissioner Mike Gamache*
Commissioner Mandy Meisner

Carver County

Commissioner Gayle Degler* (2023 Secretary)
Commissioner John Fahey

Chisago County

Commissioner Rick Greene*

City of Minneapolis

Council Member Andrew Johnson* (2023 Treasurer)

Dakota County

Commissioner Joe Atkins*
Commissioner Mary Hamann-Roland

Hennepin County

Commissioner Irene Fernando*
Commissioner Chris LaTondresse

Isanti County

Commissioner Mike Warring* (2023 Chair)

Ramsey County

Commissioner Trista Matascastillo* (2023 Vice Chair)
Commissioner Mai Chong Xiong

Scott County

Commissioner Dave Beer
Commissioner Tom Wolf*

Sherburne County

Commissioner Gregg Felber*

Washington County

Commissioner Stan Karwoski
Commissioner Fran Miron*

*Denotes Executive Committee member



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 4. Election of 2023 MESB Officers & Executive Committee Designation
Presenter: Rohret

RECOMMENDATION

It is recommended that the following officers be elected in accordance with the Joint Powers Agreement, the Bylaws of the Metropolitan Emergency Services Board, and the Board's governance policies:

Chair: Isanti County (Mike Warring)
Vice-Chair: Ramsey County (Trista Matascattillo)
Secretary: Carver County (Gayle Degler)
Treasurer: City of Minneapolis (Andrew Johnson)

BACKGROUND

The Metropolitan Emergency Services Board governance policies regarding election of officers is as follows: *"All officers are elected for one year and each member can service only one term in office to which elected with the understanding that each member elected as an officer will move to the next elected position at the end of the term. Normal succession will be Treasurer, Secretary, Vice-Chair, Chair."*

Officers at the end of 2022 were:

Chair: Hennepin County (Irene Fernando)
Vice-Chair: Isanti County (Greg Anderson)
Secretary: Ramsey County (Trista Matascattillo)
Treasurer: Carver County (Gayle Degler)

Article II, Section 5 of the Joint Powers Agreement prescribes the following representation by Board officers: *"Section 5: Membership in Executive Officers. 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."*

ISSUES & CONCERNS

The following members of the Metropolitan Emergency Services Board were (or are expected to be) appointed to the Executive Committee of the Board by their respective County Boards or City Council for 2023:

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date:

January 11, 2023

Agenda Item:

**4. Election of 2023 MESB Officers &
Executive Committee Designation**

Presenter:

Rohret

Anoka:	Mike Gamache
Carver:	Gayle Degler
Chisago:	Rick Greene
Dakota:	Joe Atkins
Hennepin:	Irene Fernando
Isanti:	Mike Warring
Ramsey:	Trista Matascastillo
Scott:	Tom Wolf
Sherburne:	(Not known as of 1/4/23, 9:00 a .m.; will update at meeting)
Washington:	Fran Miron
City of Minneapolis:	Andrew Johnson

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

MESB Officer Rotation Schedule

	2018	2019	2020	2021	2022
Chair	Minneapolis	Washington	Ramsey	Dakota	Hennepin
Vice-Chair	Washington	Ramsey	Dakota	Hennepin	Isanti
Secretary	Ramsey	Dakota	Hennepin	Isanti	Ramsey
Treasurer	Dakota	Hennepin	Isanti	Ramsey	Carver
	2023	2024	2025	2026	2027
Chair	Isanti	Ramsey	Carver	Minneapolis	Scott
Vice-Chair	Ramsey	Carver	Minneapolis	Scott	Ramsey
Secretary	Carver	Minneapolis	Scott	Ramsey	Anoka
Treasurer	Minneapolis	Scott	Ramsey	Anoka	Hennepin
	2028	2029	2030	2031	2032
Chair	Ramsey	Anoka	Hennepin	Chisago	Ramsey
Vice-Chair	Anoka	Hennepin	Chisago	Ramsey	Sherburne
Secretary	Hennepin	Chisago	Ramsey	Sherburne	Minneapolis
Treasurer	Chisago	Ramsey	Sherburne	Minneapolis	Washington
	2033	2034	2035	2036	2037
Chair	Sherburne	Minneapolis	Washington	Ramsey	Dakota
Vice-Chair	Minneapolis	Washington	Ramsey	Dakota	Hennepin
Secretary	Washington	Ramsey	Dakota	Hennepin	Isanti
Treasurer	Ramsey	Dakota	Hennepin	Isanti	Ramsey
	2038	2039	2040	2041	2042
Chair	Hennepin	Isanti	Ramsey	Carver	Minneapolis
Vice-Chair	Isanti	Ramsey	Carver	Minneapolis	Scott
Secretary	Ramsey	Carver	Minneapolis	Scott	Ramsey
Treasurer	Carver	Minneapolis	Scott	Ramsey	Anoka

Metropolitan Emergency Services Board

Subject: Conflict of Interest
Number: 017

Effective Date: 09-08-2004
Revision Date: 09-09-2015

PURPOSE: To establish procedures and guidelines for documenting conflict of interest of Metropolitan Emergency Services Board members.

A. Conflict of Interest

In accordance with Minnesota Statutes, §§10A.07 and 471.87 each member of the Metropolitan Emergency Services Board shall provide to the Board a copy of the statement of economic interest and any supplementary statement filed by the Board member pursuant to §10A.09, and shall disclose any personal financial interest in a contract which the Board is asked to approve, or any other conflict of interest at the time the Board is asked to take an action. Except as otherwise provided in §10A.07, subd. 2, any Board member with a conflict of interest shall abstain from any action on the contract or matter in question and such abstention shall be appropriately recorded into the minutes of the Metropolitan Emergency Services Board. This policy is not intended to increase or modify any obligations Board members may have pursuant to any state statute.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date:
Agenda Item:
Presenter:

January 11, 2023
7. Consent Agenda
Rohret

- A. **Minutes** – The minutes of the November 9, 2022 meeting of the Board are attached for review and approval.
- B. **October 2022 Treasurer's Report** – The Treasurer has reviewed the October 2022 financial statements and has given his approval of the report.
- C. **November 2022 Treasurer's Report** – The Treasurer has reviewed the November 2022 financial statements and has given his approval of the report.
- D. **2023 MESB Meeting Schedule** – The Executive Committee recommends the Board approve the 2023 MESB meeting schedule.
- E. **Approval of 2023 Radio TOC Chair/Vice Chair** – The Executive Committee recommends the Board approve the 2022 Radio TOC Chair and Vice Chair.
- F. **Correspondence** – Correspondence includes a letter to Federal Engineering regarding the award of an RFP; a letter to Scott County regarding the execution of the 2022-2026 MESB Joint Powers Agreement (included as an example of what was sent to all MESB member entities); a letter to Isanti County requesting an appointment to the EMS TOC; and a letter from Ron Robinson announcing his retirement from the MESB.
- G. **Informational Only** – Minutes from the December 7, 2022 Executive Committee meeting and the updated tracking sheet for the AAR recommendations resulting from the 2020 civil unrest.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

METROPOLITAN EMERGENCY SERVICES BOARD

BOARD MEETING MINUTES

November 9, 2022

Commissioners Present:

Greg Anderson, Isanti County
 Joe Atkins, Dakota County - **absent**
 Dave Beer, Scott County
 Barbara Burandt, Sherburne County - **absent**
 Gayle Degler, Carver County
 John Fahey, Carver County - **absent**
 Irene Fernando, Hennepin County
 Mike Gamache, Anoka County - **absent**
 Richard Greene, Chisago County

Mary Hamann-Roland, Dakota County - **absent**
 Andrew Johnson, City of Minneapolis - **absent**
 Stan Karwoski, Washington County
 Chris LaTondresse, Hennepin County
 Trista Matascastillo, Ramsey County
 Jim McDonough, Ramsey County
 Mandy Meisner, Anoka County - **absent**
 Fran Miron, Washington County
 Tom Wolf, Scott County - **absent**

Staff Present: Tracey Fredrick; Greg Hayes; Mike Mihelich; Jill Rohret; and Martha Ziese.

Others Present: Jay Arneson, *Board Counsel*; Brittany McCormick, *Hennepin County*; and Margaret Vesel, *Larkin Hoffman*.

1. Call to Order

The meeting was called to order at 10:30 a.m. by the 2022 MESB Chair, Commissioner Irene Fernando.

2. Approval of the Agenda for November 9, 2022

Motion by Commissioner Matascastillo, seconded by Commissioner Degler to approve the November 9, 2022 agenda. Motion carried.

3. Approval of Consent Agenda

Motion made by Commissioner McDonough, seconded by Commissioner LaTondresse to approve the November 9, 2022 Consent Agenda. Motion carried.

4. Radio Items

A. Approval of 2023 Regional Funding Priorities

Tracey Fredrick said the 9-1-1 TOC and the Radio TOC recommend the MESB approve the regional funding priorities for 2023. The Radio TOC list is similar to that approved for 2022 list but the order changed. The 9-1-1 TOC list is similar to that approved for 2022 but added GIS software services and recruitment activities. She said the current SECB grant goes through June 30, 2023. The new grants start in January of 2024.

Motion made by Commissioner LaTondresse, seconded by Commissioner Fernando to approve the 2023 regional funding priorities. Motion carried.

5. 9-1-1 Items

A. Award of RFP for GIS Services

Mike Mihelich said an RFP for GIS Services was issued on August 8, 2022; only one response was received from the MESB's current vendor, Geo-Comm. Geo-Comm's proposed pricing included a cost increase by approximately \$13,500 due to inflation and the addition of some tools added to the service. The Executive Committee recommends awarding the request for proposal for NG9-1-1 GIS-Derived Master Street Address Guide (MSAG) Processes to Geo-Comm.

METROPOLITAN EMERGENCY SERVICES BOARD

Motion made Commissioner Miron, seconded by Commissioner LaTondresse to approve the award of RFP for GIS services to Geo-Comm. Motion carried.

6. EMS Items – None

7. Administrative Items

A. Approval of Legal Services Agreement with Hennepin County

Jill Rohret said a couple of years ago the MESB/Dakota County human resources services agreement was re-written. At that time, there was a discussion of ensuring there were written agreements for other services provided by counties. There was not a written agreement with Hennepin County for the legal services.

Jay Arneson said he drafted an agreement to document the relationship between the Hennepin County Attorney's Office (HCAO) and the MESB. A written agreement in place will be helpful for both HCAO and MESB when staff turnover occurs. There are no charges for these services that are outlined in this agreement.

Arneson said he has been the MESB counsel since 2005. This is Arneson's last board meeting. Brittany McCormick will replace Arneson as the MESB Legal Counsel.

Arneson said there will be an Advance Waiver form to be signed by the MESB Executive Director and the Hennepin County Administrator when this agreement is approved by the MESB, related to any conflicts of representation.

Motion made by Commissioner Matascastillo, seconded by Commissioner Degler to approve legal services agreement with Hennepin County. Motion carried.

B. Approval of Amendments to MESB Policy 012 – Records Retention

Rohret said the original MESB records retention policy was adopted in 1998; the Board adopted the administrative and records common to all departments section of the General Records Retention Schedule for Counties. The proposed amendments update the policy and include records retention for documents specific to the three MESB discipline areas. If approved today, this records retention policy and schedule will be sent to the Minnesota Records Disposition Panel for review and approval.

Motion made by Commissioner McDonough, seconded by Commissioner LaTondresse to approve amendments to MESB Policy 012 - Records Retention. Motion carried.

C. Approval of 2023 MESB Legislative Agenda

Rohret said the 2023 Legislative Agenda looks very similar to the 2022 Legislative Agenda. There were three new items which include SECB governance language, funding 9-8-8 suicide prevention line and using the leftover SECB funds for grant purposes. The entire legislative agenda plan was made available to members at this meeting.

Motion made by Commissioner Matascastillo, seconded by Commissioner Anderson to approve the 2023 MESB Legislative Agenda. Motion carried.

Rohret said the October 2022 MESB Executive Committee meeting, staff was directed to develop a funding request. In the draft proposal staff included funding for the CAD-to-CAD interoperability project and funds to provide bi-directional amplifiers (BDAs) to public schools in the region, as well as to provide indoor mapping for public schools.

METROPOLITAN EMERGENCY SERVICES BOARD

Commissioner Degler asked what the definition of “schools” was in regard to indoor mapping.

Rohret said the information the MESB has received from Geo-Comm took data from the statewide GIS datasets and included the 1,224 K-12 public school facilities.

Commissioner Matascastillo said there is a broad gap in the definition of schools. Mapping and funding is needed.

Commissioner LaTondresse said the topic of school safety is so high on everyone’s list, this would be a great place to start.

Commissioner Karwoski said it would be good to have the schools have some ownership in this plan. Schools are always going to be re furnished and expanded. If a facility had ownership on their building plans that would be beneficial.

Commissioner Miron said it could/should be a municipality requirement to keep school building plans updated and filed.

Commissioner LaTondresse said the school boards should be involved. This should be a big focus of the boards.

Commissioner Fernando said that before we get too far into the planning for this project with workgroups, what is the suggestion to start with.

Vesel said that a meeting with Commissioner Harrington would be the first step. There should be more conversations about safety in schools and a basic understanding that when people dial 9-1-1 they will get service.

Commissioner Fernando said this should be on the next meeting’s agenda for updates.

Commissioner Matascastillo said that last month there was the emergency alert that went out to a far broader area than what the Ramsey County Emergency Communication Center’s (RCECC) system notification software intended. RCECC learned that the problem was a technical problem with the vendor and not with the RCECC staff actions. Though it should have been broadcasted to those inside the notification area, it did go to a broader area and the suspect was actually apprehended outside the notification area. It did cause some unnecessary panic and school lock-downs.

Rohret said she would not expect to receive anything in the final budget because ECN would be against it. ECN has not disclosed what they have requested from the budget other than amending Chapter 403. ECN could be in favor of Indo or mapping of schools funding.

Commissioner Fernando said we won’t get what we don’t ask for and we cannot put this ten-billion-dollar surplus at risk.

Commissioner McDonough said a letter could be written to the governor or some key staff so they would it have it on their radar what requests could be.

Commissioner Matascastillo said the After-Action report indicated that some strategic investments need to be made to emergency services and that is a great messaging strategy

8. Reports **A. Legislative**

METROPOLITAN EMERGENCY SERVICES BOARD

Margaret Vesel said there will be a new chair of the House and Senate public safety committees. The 2023 Legislative Session starts January 3 and the governor's budget is due January 15. If there is a special session, they would probably only be able to do a bonding bill. Vesel also provided a summary of results from the November 8, 2022 elections and stated that the DFL will control both the House and the Senate.

B. Statewide Emergency Communications Board (SECB) Reports

1. Finance

Fredrick said the Finance committee met the beginning of October. Progress is being made on the SECB - ECN Memorandum of Understanding.

2. Legislative

Rohret said the Legislative Committee met in October and November. There were status updates on the MS 403 amendments and the telecommunicator training and re-certification language. ECN left the telecommunicator training/certification out of its bill because there was opposition some language from the Minnesota Sheriff's Association.

3. Steering – meeting this afternoon.

4. Other Committees – no reports.

5. SECB

Commissioner Matascastillo said the SECB changed some meeting dates due to holidays. Deputy Commissioner Smith who is the chair of SECB is asking for volunteers to sit as chairs of the sub-committees.

Rohret said the MESB will make representative appointments at its January 2023 meeting.

9. Old Business – 40th Anniversary of the MESB tabled until next meeting

10. New Business

A. 2022 Executive Director Performance Review

Motion made by Commissioner Miron, seconded by Commissioner LaTondresse to approve the Executive Director's 2022 performance review. Motion carried.

B. Recognition of Retiring MESB Board Members & Jay Arneson

Those recognized include Commissioner Greg Anderson of Isanti County, Commissioner Jim McDonough of Ramsey County and Jay Arneson, MESB Board Counsel.

11. Adjourn

The meeting adjourned at 11:26 a.m.



METROPOLITAN
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST
SAINT PAUL, MINNESOTA
55104-3431

PHONE 651-643-8395
WWW.MN-MESB.ORG

TO: Metropolitan Emergency Services Board

FROM: Carver County Commissioner Gayle Degler, MESB Treasurer

RE: Treasurer's Report –October 2022

DATE: December 5, 2022

As Treasurer for the Metropolitan Emergency Services Board, it is necessary to review the following documents:

- Monthly summary financial reports for Administration, 9-1-1, Radio and EMS
- Explanation for significant variance from budget report for Administration, 9-1-1, Radio and EMS.

The review was conducted on December 5, 2022.

Sincerely,

A handwritten signature in cursive script that reads "Gayle Degler". The ink is dark and the signature is fluid.

Gayle Degler
Commissioner, Carver County
Treasurer, Metropolitan Emergency Services Board



METROPOLITAN
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST
SAINT PAUL, MINNESOTA
55104-3431

PHONE 651-643-8395
WWW.MN-MESB.ORG

TO: Metropolitan Emergency Services Board

FROM: Carver County Commissioner Gayle Degler, MESB Treasurer

RE: Treasurer's Report – November 2022

DATE: December 23, 2022

As Treasurer for the Metropolitan Emergency Services Board, it is necessary to review the following documents:

- Monthly summary financial reports for Administration, 9-1-1, Radio and EMS
- Explanation for significant variance from budget report for Administration, 9-1-1, Radio and EMS.

The review was conducted on December 22, 2022.

Sincerely,

A handwritten signature in cursive script that reads "Gayle Degler".

Gayle Degler
Commissioner, Carver County
Treasurer, Metropolitan Emergency Services Board



2023 MESB MEETING SCHEDULE

Full Board

January 11

March 8

May 10

July 12

September 13

November 8

Executive Committee

February 8

April 12

June 14

August 9

October 11

December 13

All meetings are held 10:00 a.m. – 11:30 a.m.

Full Board meets the second Wednesday of odd-numbered months.

Executive Committee meets the second Wednesday of even-numbered months.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 7E. Approval of 2022 Radio TOC Chair
& Vice-Chair
Presenter: Fredrick

RECOMMENDATION

The Radio Technical Operations Committee (TOC) recommends the Board approve Jake Thompson as Radio TOC Chair and Ron Jansen as Radio TOC Vice Chair for 2023.

BACKGROUND

According to MESB bylaws, the Radio TOC must make a recommendation to the Board on the Chair and Vice-Chair of the committee.

ISSUES & CONCERNS

The Radio TOC voted to appoint Jake Thompson as the Chair and Ron Jansen as the Vice-Chair for 2023.

Radio TOC Chair: Jake Thompson is the Emergency Communications Systems Manager for Chisago County. He has served Public Safety for over 20 years with managing, maintaining and building communications systems to meet the needs of Dispatch, Law, Fire and Public Works. These systems include Radio, 911 Phone, CAD, Logging and Broadband Applications. During his career, he transitioned all Fire agencies to 800MHz pagers as well as US Digital Design automated alerting making them that county the first in the state to make the full transition. He also implemented the first Motorola WAVE Radio to LTE push-to-talk system in the state connected to ARMER. He has served in many Local, Regional, State and National committees including MESB's Radio TOC, MESB's 911 TOC, MESB's CRTF Steering, SECB's Interoperability Committee, and SECB's Wireless Broadband and Applications Committee. He also has served as the Minnesota Chapter President and is the immediate past National President of the Motorola Trunked Users Group.

Radio TOC Vice-Chair: Ron Jansen is the Radio System Coordinator for Dakota County. He has served on the Radio TOC since 2007 and served as Vice-Chair of the Radio TOC in 2010-2011 and 2014-2022. He has served many positions with SECB Committees representing the MESB. He also serves as the Regional System Administrator for the ARMER system.

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST
SAINT PAUL, MINNESOTA
55104-3431

PHONE 651-643-8395
WWW.MN-MESB.ORG

November 2, 2022

Xcel Energy
General Correspondence
414 Nicollet Mall
Minneapolis, MN 55104

RE: Annual Renewal for Saint Croix Falls tower lease

To whom it may concern,

I am writing on behalf of the Metropolitan Emergency Services Board (MESB), regarding a lease the MESB holds for a radio tower site from Xcel Energy that is ½ mile off US Hwy 8 via 220th Street to Maple Street, Saint Croix Falls, Wisconsin. The original lease terminated on September 30, 2021, with options to extend for one-year terms, up to five extensions. When the lease terminated in 2021, there were attempts to reach out to Xcel Energy to express interest in continuing for the next year. This letter expresses interest in renewing for another year, beginning October 1, 2022 through September 30, 2023.

Please feel free to contact me with any questions or concerns you may have. If I can be of any other service to update this contract, I will make myself available.

Sincerely,

Tracey J. Fredrick
Radio Services Coordinator
Metropolitan Emergency Services Board
2099 University Avenue West
Saint Paul, MN 55104
(651) 643.8398
tfredrick@mn-mesb.org

cc:



December 7, 2022

Board of Commissioners
Metropolitan Emergency Services Board
<Sent Electronically>

We are engaged to audit the financial statements of the governmental activities and each major fund of Metropolitan Emergency Services Board for the year ended December 31, 2022. Professional standards require that we provide you with the following information related to our audit. We are available to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process. Our contact information is provided below:

	Direct Dial	Email
Andy Hering, CPA, Partner	651-407-5877	ahering@redpathcpas.com
Lyndsey Peck, CPA, Senior Manager	651-407-5853	lpeck@redpathcpas.com

Our Responsibilities under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated January 20, 2022, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of Metropolitan Emergency Services Board. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of Metropolitan Emergency Services Board's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management's discussion and analysis, the budgetary comparison information, and the schedules of OPEB and pension information, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

During audit planning, we identified the following areas as significant risks of material misstatement and we will conduct audit procedures aligned with these risks:

- Management override of controls
- Cash disbursements

We expect to begin our audit on March 27, 2023 and issue our reports no later than June 30, 2023. Andy Hering is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

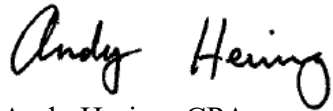
Additionally, audit standards require us to inquire of those directly charged with governance as to their knowledge or suspicions of fraud, as well as their views about fraud risks. As such, please contact us if there is anything which you would like to discuss in these regards.

Metropolitan Emergency Services Board
Auditor Communication Letter
December 7, 2022
Page 3

This information is intended solely for the use of the Board and management of Metropolitan Emergency Services Board and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

REDPATH AND COMPANY

A handwritten signature in black ink that reads "Andy Hering". The signature is written in a cursive, flowing style.

Andy Hering, CPA

APH/ajf

METROPOLITAN EMERGENCY SERVICES BOARD

EXECUTIVE COMMITTEE MEETING MINUTES

December 14, 2022

Commissioners:

Greg Anderson, Isanti County
Joe Atkins, Dakota County
Barbara Burandt, Sherburne County - **absent**
Gayle Degler, Carver County
Irene Fernando, Hennepin County
Mike Gamache, Anoka County

Rick Greene, Chisago County
Andrew Johnson, City of Minneapolis - **absent**
Trista Matascastillo, Ramsey County
Fran Miron, Washington County
Tom Wolf, Scott County

Staff Present: Tracey Fredrick; Greg Hayes; Kelli Jackson; Jill Rohret; and Martha Ziese.

Guests Present: Brittany McCormick, *Board Counsel*; and Margaret Vesel, *Larkin Hoffman*

1. Call to Order:

The meeting was called to order at 10:01 a.m. by MESB Chair Commissioner Irene Fernando.

2. Approval of the December 14, 2022 Agenda

Motion made by Commissioner Wolf, seconded by Commissioner Degler to approve the MESB Executive Committee December 14, 2022 agenda. Motion carried.

3. Approval of the October 12, 2022 Minutes

Motion made by Commissioner Matascastillo, seconded by Commissioner Gamache to approve the MESB Executive Committee October 12, 2022 minutes. Motion carried.

4. Radio Items

A. Approval of Lease Renewal with Pioneer Public TV for Minnetrista Tower

Tracey Fredrick said staff recommends the Executive Committee approve and authorize the Chair to execute Amendment 1 to the ARMER Site Lease with Pioneer Public TV for an ARMER site in Minnetrista.

Fredrick said the lease has been month-to-month since 2019. The rent will increase as the rate has not changed since 1999; users have been notified. The approval of this lease amendment will be ratified at the January 2023 MESB board meeting.

Motion by Commissioner Degler, seconded by Commissioner Matascastillo to approve the lease amendment with Pioneer Public TV. Motion carried.

5. 9-1-1 Items – None

6. EMS Items

A. Approval of FY23 EMS Sustainability Pilot Project Grant

Greg Hayes said staff recommend the Executive Committee approve and accept the Emergency Medical Services Regulatory Board (EMSRB) EMS Sustainability pilot project grant in the amount of \$12,000.00 to each region. This grant will terminate on June 30, 2023 and is intended to help identify strategies to retain EMS employees. The approval of this agreement will be ratified at the January 2023 MESB board meeting.

Motion made by Commissioner Gamache, seconded by Commissioner Greene to approve the EMSRB EMS Sustainability Pilot Project Grant. Motion carried.

METROPOLITAN EMERGENCY SERVICES BOARD

7. Administrative Items

A. Discussion: Update on the MESB 2023 Legislative Proposal

Jill Rohret provided the latest narrative draft for the legislative proposals.

Rohret said since the November board meeting, it was announced that there will be a new Commissioner of the Department of Public Safety (DPS).

Rohret stated that she and Margaret Vesel visited the Ramsey County Emergency Communications Center (RCECC) last week to how to address some legislative concerns; they think that it would be good to have members of the House and Senate Public Safety Committees visit RCECC and the Hennepin County Sheriff's Office PSAP.

Vesel said it is likely that legislative committees will be smaller than in the past; this means the legislators will only serve on one to three committees.

Commissioner Matascastillo said she heard there was to be a very large cash bonding bill in January. Since we are asking for a cash request for infrastructure, should that strategy be considered as opposed to just going to the public safety committees. Vesel responded that either way a general fund appropriation is needed.

Commissioner Fernando suggested that an introductory letter be sent stating MESB intentions.

Commissioner Matascastillo said Commissioner Harrington was very excited about these projects. Harrington said DPS d tried to do indoor school mapping years ago, and it was the Minnesota Department of Education that blocked it at the capital. The block was related to data and student privacy and some other concerns. Harrington suggested the MESB start with education; everyone in public safety knows the importance of mapping.

Rohret said she queried a couple sheriffs who both thought mapping was a good idea.

Commissioner Atkins said that smaller committees could be better beneficial as it may help the committee stay more focused. It could be worse because member will then have the time to focus on fewer or just one thing.

Vesel said last year there were some members that were on upwards of five committees, which made it impossible to meet with them.

Rohret said it needs to be made clear that 9-1-1 services are for everyone. The public would also be surprised that there are not maps of schools and large facilities.

Vesel suggested that we may need to conduct pilot projects to show the benefit of school mapping.

Commissioner Matascastillo suggested having a Democrat from Greater Minnesota sponsor the legislation to help with the message that mapping is needed.

B. Discussion: Comments on Planned DPS Amendments to MS 403

Rohret said the regions were notified at the beginning of November that the SECB and ECN wanted feedback from each of the regions on the proposed amendments to MS 403. Rohret said that there are a couple of changes from what was introduced last year, mainly focusing on technical aspects of the 9-1-1 system. She noted that the role of Commissioner's Office versus

METROPOLITAN EMERGENCY SERVICES BOARD

the Statewide Emergency Communications Board (SECB) is still being discussed.

Rohret said the MESB should be prepared to be agile in our advocacy of EMS regions and the Office of Legislative Auditor (OLA reports).

Vesel said there is talk of forming an EMS Standing Committee within the first couple of days of session chaired by Representative John Huot. In the past there has been discussions about moving the EMSRB under Minnesota Department of Health, Office of Rural Health. Huot expressed interest in a commissioner level position and getting rid of the EMSRB.

Rohret said if the EMSRB were to fall under the Rural Health umbrella, it would be harder for the metro to function because it would try to align with rural health initiatives that really don't apply to the metro.

Fernando said the new legislative session is expected to be robust. She said she felt the playbook, goals, centralization expectations, etc. should be drawn up by MESB staff.

C. Discussion: Per Diem

Rohret said staff would like to amend the MESB Per Diem policy so that it can be applied consistently. Currently, how per diem payments are paid varies from county to county and there are also different options within some counties regarding per diems for meetings.

Commissioner Miron said that a couple of years ago Washington County was accepting mileage and per diem. The Washington County legal department said that there is a formula based on the governor's salary that if the commissioner makes a certain percentage of the governor's salary there cannot be a direct payment to the commissioner directly from the MESB. At the beginning of COVID, the governor did not take the normal increase and that triggered that law in Washington County. The per diems come from the assessment fees. Per diems are helpful in obtaining a quorum and they are also beneficial to the commissioners that do not make a large salary from their county position. Miron will check with his legal department and pass on to Jill.

Commissioner Fernando suggested this topic be covered at the organizational meeting.

Commissioner Wolf asked if attendance could be tracked over the year and the per diem could be subtracted from the assessment fees.

Kelli Jackson said Dakota County is paid at the end of the year. Rohret suggested paying all per diems to the counties at the end of each year.

8. Old Business – None

9. New Business – None

10. Adjournment

The meeting adjourned at 10:56 a.m.

Civil Unrest AAR
Recommendation Status
Updated 12/21/2022

Tracking #	Recommendation	Person/Agency Responsible	Status
1	Establish the governance structure, on-going funding model, training, and procedures to deploy and utilize 9-1-1 call workload sharing between cooperating .	PSAPs/Cities/Counties/MESB	<p>4/20/2022 - Winbourne will be presenting the Statement of Work, Product Requirements Matrix, and Project Investment Summary for a MESB region CAD-to-CAD system at the May 9-1-1 TOC meeting.</p> <p>7/1/2022 - At the May 9-1-1 TOC meeting, all MESB PSAPs expressed continued interest in pursuing a CAD-to-CAD solution for the region. The workgroup continues to work with Winbourne on procurement, funding, and governance documents and plans to release an RFP in the coming months.</p> <p>9/1/2022 - At the August 9-1-1 TOC meeting, the committee approved a recommendation to move forward with an RFP for a regional CAD-to-CAD data hub, based on the statement of work created by the Workload Sharing Working Group.</p> <p>10/31/2022 - Waiting for Board approval at November meeting to create an RFP based on the statement of work.</p> <p>12/21/2022 - RFP for Regional Data Hub should be released in Q1 of 2023. The RFP asks for costs for each PSAP and they will individually decide participate in the project.</p>
2	Identify and implement workload sharing applications that will permit 9-1-1 calls to overflow to neighboring ECCs which have agreed to work together cooperatively, permitting calls to be answered, triaged, classified (type or nature code assignment), and sent electronically into the original destination ECC's CAD dispatch queue, permitting the original destination ECC to coordinate the emergency response to incidents within its jurisdiction.	PSAPs/Cities/Counties/MESB	(combined with #1)
3	Identify and implement workload sharing applications that will establish a regional CAD incident display map showing the location of emergency responders (both personnel and units) and incidents in progress, permitting the appropriate personnel to have a big picture understanding of what is happening at the regional level in real time.	PSAPs/Cities/Counties/MESB	(combined with #1)

4	Identify telecommunicator resources to support any ECC personnel that have been involved in prolonged or horrific emergency events and may not recognize the extent they have been impacted mentally and emotionally, and those that recognize they need help.	9-1-1 TOC/MESB	<p>7/1/2022 - Blue Peak Consulting has been chosen as the vendor to provide resiliency training to the region with 2022-2023 grant money. We are working on completing a signed contract with them and plan to form a workgroup from the PSAP Roundtable to create a roll-out plan for the region. We hope to share this plan at the August or September 2022 9-1-1 TOC meetings.</p> <p>9/1/2022 - Additional grant money has been consolidated to resiliency training for 2022. A working group has been formed to create a training plan for the metro region. Once the additional grant money has been applied to the original contract, we will determine the number of training slots available to the region and the working group will create a roll-out plan that is equitable to all MESB PSAPs.</p> <p>10/31/2022 - The working group continues to form a training plan. The next meeting is scheduled for November 1.</p> <p>12/21/2022 - Blue Peak Consulting will start their 911Code4 Resilience program specifically designed for Public Safety Telecommunicators in January of 2023 for the MESB region PSAPs.</p>
5	Establish procedures to support the use and staffing of community tip lines that do not terminate in or interfere with ECC operations or negatively impact the 9-1-1 system whenever law enforcement or fire establish a joint command facility (e.g. MACC).	PSAPS/Cities/Counties/Other agencies	06/24/21 - The recommendation to not terminate community tip lines at ECCs was included in the Operation Safety Net (OSN) planning in February and March. An after action report is now being prepared regarding the OSN planning and implementation. The information from that report may become the basis for the development of a regional standard that addresses the use of tip lines that do not interfere in ongoing ECC operations.
6	Establish or update an existing metro region 9-1-1 standard to block "anonymous" calls to admin lines that terminate in the ECC to reduce harassing, abusive, or denial of service attack calls that can negatively impact ECC operations.	9-1-1 TOC/PSAPs/MESB	10/20/21 - Discussion began at the September 2021 9-1-1 TOC Meeting

7	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>a. Response agency command staff need to be trained on the existence and need/use of the Metro Region Communications Response Task Force (CRTF).</p> <p>i. Command staff turnover is a problem; special training directed specifically for command staff should be developed.</p>	CRTF/Duty Officer/Statewide Training	<p>INTD/INCM training was provided in March 2021 specifically directed towards those who may be called in for response to Civil Unrest. Many Metro telecommunicators were also in attendance at a FEMA INTD course held in mid-June 2021. A metro-specific telecommunicator class is being developed currently. Several Metro CRTF members are attending a statewide drill held in August 2021 to get experience with emergent activities. Additionally, 3 metro members have been invited to participate in a COML course in Fall 2021. Additional space in an early 2022 COML course is also available. Two new Metro COML trainers were trained in November 2021. An additional trainer was trained in January 2022. A second statewide drill is planned for August 2022. April 2022 - MN will likely be receiving additional INTD, COMT, and Auxcomm courses. July 2022 - INTD, COMT, and AuxComm courses scheduled by ECN; also have an opportunity for COML Train-the-Trainer. Many Metro CRTF representatives were involved with the training drill at Camp Ripley in August 2022.</p>
8	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>a. Response agency command staff need to be trained on the existence and need/use of the Metro Region Communications Response Task Force (CRTF).</p> <p>ii. Include State Duty Officer training to assist in understanding the communications resources and processes to be utilized as part of the ICS structure.</p>	CRTF/Duty Officer	<p>As of March 2021, the Duty Officer position at BCA has been identified to only be for use in statewide emergencies in which a state agency is impacted; it will no longer be directing activities for regional activities. DPS-ECN has come up with a process to contact the SWIC for such emergencies. As such, this line item may be deleted, or changed to reflect the new process. Complete.</p>
9	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>b. Build relationships between the CRTF and agency command staff.</p>	CRTF/Metro EM Agencies	<p>CRTF Steering Team has begun having internal meetings in their own entities, doing more outreach to partner entities.</p>

10	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>c. Ensure that ECC management personnel are included in all EOC/MACC operations at the same level, and at the same time, as law enforcement, fire, and EMS management personnel are included.</p>	MESB, HSEM	<p>Pre-planning for the spring 2021 trial seemed to go more smoothly. There is still some room for opportunity with the other upcoming trials.</p> <p>2/25/2022 - Operation Safety Net plans were modified and used for the Kimberly Potter trial and the St Paul federal trial of the three officers involved in the George Floyd incident.</p>
11	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>d. Include COMU representatives at the MACC at the beginning of MACC operations.</p>	CRTF/Duty Officer/MACC	<p>Pre-planning for the spring 2021 trial (Operation Safety Net) seemed to go more smoothly. There is still some room for opportunity with the other upcoming trials.</p>
12	Create or update an existing standard to require ARMER talkgroups to be labeled using the same talkgroup names system wide. Currently, different agencies label the same talkgroup by different names.	Radio TOC Standards Workgroup/Statewide Standards Workgroup	MESB standards workgroup and state standards workgroup discussed in November 2020. System limitations make this difficult to do. Have also brought forward to State standards planning; still in discussion.
13	Conduct on-going ARMER training for law enforcement, fire, and EMS responders, both for new-hires and as part of regular in-service training, as required in SECB Standards LMR-29, LMR-30, and LMR-31.		Videos posted to MESB site in October 2020. On-going training statewide being discussed.
14	Create better advertisement of available resources, such as equipment caches, CRTF, etc. at a state level.	Duty Officer/MACC/CRTF	As of March 2021, current SWIC is aware of resources and how to deploy. See also #8.
15	Identify regional, or statewide, EOC or MACC locations that can be properly equipped in advance.	HSEM	Not started
16	Establish regional communications plans that can be practiced and implemented by the appropriate COMLs as soon as an incident escalates into a multi-agency, multi-jurisdictional event. This should be incorporated into the ICS implementation plans but could be activated before the ICS structure is established beyond the initial response. This response should also include the distribution of a consolidated ICS 205 form and can include additional forms in the future, such as an ICS 205a or ICS 217 form.	CRTF	Metro has these common forms on the ARMER standards page and the CRTF page. Current method for distribution of region-wide ICS205s is to send through the Radio Services Coordinator. Complete.

17	<p>Create or update an existing metro region ARMER standard that recommends requesting the deployment of CRTF resources when an incident escalates to include multi-jurisdiction coordination or multi-agency responses from more than one ECC service area. This should not be dependent on whether law enforcement or fire establish a joint command facility (e.g. MACC).</p> <p>a. Define how CRTF is activated.</p> <p>b. Notify the State Duty Officer as soon as a request to deploy the CRTF is received.</p> <p>c. Ensure the State Duty Officer documentation related to CRTF deployment is current.</p> <p>d. Define how the regional ECCs will be notified.</p>	Radio TOC Standards Workgroup/CRTF	Updated Large Event Communications Standard 3.21.0; approved by MESB Board September 2020. Approved new event standard July 2021. Complete.
18	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>a. Response agency command staff need to be educated on the existence and need/use of the CRTF.</p> <p>i. Command staff turnover is a problem; special training directed specifically for command staff be should be developed.</p> <p>ii. Include State Duty Officer training to assist in understanding the communications resources and processes to be utilized as part of the ICS structure.</p>	CRTF/Duty Officer/Metro EM Agencies	See #8.
19	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>b. Build relationships between the CRTF and agency command staff.</p>	CRTF/Agency Command Staff	See #9

20	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>c. During the event, some agency heads expressed concern that their responders would not be able to find the talkgroups specified in the ICS 205s on their radio.</p>	CRTF/Metro COML	<p>This concern is also part of the on-going training mentioned in other areas of recommendation. Videos and documents have been added to the MESB website as of October 2020, and on-going training at a state level is being discussed in several workgroups.</p>
21	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>d. Add the MESB's ARMER training video on changing zones on subscriber units uploaded to the MESB website. (As of the final draft of this document, this video is available on the MESB's website and the link has been distributed to metro region ARMER system administrators.)</p>	MESB	Complete, October 2020
22	<p>For jurisdictions where there are separate management structures for 911 and ARMER, regular coordination meetings need to be established so that the two teams identify issues proactively and work together to address the issues. This coordination should include contingency planning for system failures and multi-agency events.</p>	Regional Emergency Communications Boards	Not started
23	<p>Establish a timeline for requiring encryption-capable radios for response agencies within the metro area.</p>	Cities/Counties/Radio TOC/MESB/Regional Emergency Communications Boards	<p>Change Management group has begun meeting. May 2021 - Encryption Best Practices guide has been approved and posted. Discussion Spring 2022 to get statewide surplus funding to assist agencies in acquiring encryption-capable radios. April 2022 - Statewide encryption summit being held in May 2022 to start planning for possible statewide deployment. Follow-up summit being held in September 2022. ECN has released an encryption buyers guide and a history of encryption on ARMER as of August 2022. Regional change management with focus on encryption has begun October 2022.</p>



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 8A. Ratification of Approval of
Amendment 1 to Pioneer Public TV
ARMER Lease at Minnetrista
Presenter: Fredrick

RECOMMENDATION

The Executive Committee recommends the Board ratify Executive Committee action from December 14, 2022 to approve and authorize the Chair to execute Amendment 1 to the ARMER Site Lease with Pioneer Public TV for an ARMER site in Minnetrista.

BACKGROUND

The Metropolitan Radio Board entered into a lease agreement with Pioneer Public TV for an ARMER tower site Minnetrista in May 1999. The term of the lease was ten years at \$1,574.00 per month. The original agreement included one option for the right to renew the lease for an additional ten years. The MESB executed that renewal option in April 2009. Rent remained \$1,574.00 from 2009 – 2019.

Beginning in the fall of 2018, staff contacted Pioneer Public TV to renew the lease, but it was not until late 2022 before this occurred. Over the last four years, Pioneer Public TV has continued to invoice the MESB \$1,574.00 per month for rent; the MESB has continued to pay this invoice.

ISSUES & CONCERNS

Amendment 1 extends the contract termination date from December 1, 2022 to November 30, 2032, and increases the rent to \$2,220.60 per month, and includes an annual three percent escalator clause.

MESB counsel reviewed various drafts of this lease amendment and does not have any concerns with this final version.

Note: Exhibit C to the lease is not fully updated at this time. MESB engaged Diamond Tower Services to do antenna mapping at this site in order to make Exhibit C truly accurate. This work will begin on December 8, 2022.

FINANCIAL IMPACT

None to the MESB because this rent is a pass-through cost to ARMER system owners. The

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date:

January 11, 2023

Agenda Item:

**8A. Ratification of Approval of
Amendment 1 to Pioneer Public TV
ARMER Lease at Minnetrista**

Presenter:

Fredrick

lease increase was not included in the 2023 budget, but will be included in MESB 2024 ARMER cost projections.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

**AMENDMENT NO. 1 TO
LEASE NO.10922
FOR LEASE OF SPACE FOR THE
PUBLIC SAFETY RADIO COMMUNICATION SYSTEM**

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT ("Amendment No. 1"), is made by and between West Central Minnesota Educational Television Company, Inc., doing business as Pioneer PBS ("PIONEER" or "LESSOR"), 1 Pioneer Drive, Granite Falls, MN 56241, and the Metropolitan Emergency Services Board, successor to the Metropolitan Radio Board, 2099 University Avenue West, St. Paul, Minnesota, 55104 ("BOARD") and the State of Minnesota, Department of Transportation, Office of Statewide Radio Communications, 1500 W. County Road B2, Roseville, Minnesota 55113 ("MnDOT" together with the BOARD referred to as "LESSEE").

The preamble stated on page 1 of the Lease (as hereinafter defined) shall be amended to read:

WHEREAS, PIONEER entered into a Lease Agreement with the State of Minnesota, Department of Administration, acting for the benefit of MnDOT and the Metropolitan Radio Board ("MRB") dated May 1, 1999 (the "Lease"), and the ten-year renewal option was exercised in a letter dated November 3, 2008; and

WHEREAS, the Metropolitan Emergency Services Board is the successor entity to the MRB and has been assigned all of the MRB's rights and responsibilities under the Lease; and

WHEREAS, LESSEE operates a region-wide public safety radio system communication plan as set forth in Minnesota Statutes §473.891 to §473.905; and

WHEREAS, LESSEE is empowered by Minnesota Statute §16B.24, Subd. 6 to lease non-state owned property; and

WHEREAS, it is the desire of LESSEE AND LESSOR to amend the Lease; and

NOW THEREFORE, in consideration of the mutual undertakings hereinafter set forth, the parties agree to amend the Lease as stated above and as follows:

1. Section 2.2 shall be amended to read:

2.2 Priority of Use. LESSEE'S use of the Leased Premises shall be subordinate to LESSOR'S use. LESSOR shall have the specific right to add microwave dishes to the Leased Premises so long as such equipment does not interfere with LESSEE'S operation of its antenna facilities.

2. Section 2.3(b) shall be amended to read:

2.3 b. If LESSEE decides to add microwave dishes to the Monopole, as permitted under Section 2.2(a), at LESSOR'S sole discretion, LESSOR may require a written structural analysis by a professional engineer competent to perform such analysis, of the impact, if

any, that LESSEE'S antenna(s) have or may have on LESSOR'S Tower. The cost of providing said structural analysis shall be paid for by LESSEE. If such structural analysis fails, LESSEE shall choose either to not add the microwave dishes or to modify the tower at its cost such that the structural analysis passes.

2. **Section 3 shall be amended to read:**

3.1 The term of this Agreement shall commence on December 1, 2022, and continue through November 30, 2032 ("Term").

3. **Section 4.1 shall be amended to read:**

4.1 Commencing December 1, 2022, LESSEE agrees to pay LESSOR rent in the amount of Two Thousand Two Hundred and Twenty and 60/100 Dollars (\$2,220.60) per month on the 1st of each and every month through November 30, 2023. Commencing on December 1, 2023 and continuing on every December 1st throughout the Term, LESSEE shall increase the amount of monthly rent paid by 3% from the amount paid the year prior and shall pay such amount on the 1st of each and every month in such amount throughout the Term.

4. **Section 5 shall be removed.**

5. **Section 6 shall be amended to read:**

This Agreement may be terminated by either party for any reason upon giving the other party one hundred (180) days' written notice.

6. **Section 7 shall be removed.**

7. **Sections 8.3(b) and 8.3(d) shall be amended to read:**

b. Interference with Other Users. In the event that LESSEE'S existing antenna facilities cause impermissible interference, determined solely by LESSOR, with any user located on LESSOR'S Monopole and/or Building prior to May 1, 1999, or with preexisting lessees entered into prior to May 1, 1999, LESSEE shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving LESSOR'S written notice of interference, LESSEE shall immediately cease operating its antenna facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. In the event that the interference cannot be eliminated within 30 days of LESSEE'S receipt of LESSOR'S written notice of interference, LESSOR may, at LESSOR'S sole option, immediately terminate this Lease Agreement, or seek injunctive relief from LESSEE. This paragraph shall apply to all preexisting lessees entered into prior to this Amendment No. 1 if the interference is the result of new equipment added by LESSEE after the date of this Amendment No. 1.

d. Interference, New Occupants. LESSOR shall not grant a future lease to any party if such party's use is reasonably anticipated to interfere with LESSEE'S operation of its antenna facilities. LESSOR shall include language in any lease with a new occupant which

prohibits interference with LESSEE'S operation of its antenna facilities. If LESSEE experiences impermissible interference, it shall notify LESSOR of such interference in writing. If such interference is not eliminated within 30 days of LESSOR'S receipt of written notice of such interference by LESSEE, LESSEE may, at LESSEE'S sole option, immediately terminate this Lease Agreement, or seek injunctive relief from the other party, at LESSEE'S expense.

8. **Section 9 shall be amended to read:**

Any equipment or fixtures installed by LESSEE attached to the Leased Premises by LESSEE, shall remain the property of LESSEE; however, LESSEE shall remove any equipment or fixtures no longer in use within a reasonable time after they are no longer used or upon written notice to remove such equipment or fixtures by LESSOR. Specifically, LESSEE shall remove any and all unused fixtures and equipment no longer in use by LESSEE within one hundred eighty (180) days of the commencement of this Amendment No. 1. LESSEE shall have the right to remove its equipment and fixtures at the expiration or termination of this Agreement so long as it repairs any damage caused by its removal.

9. **Section 13 shall be amended to read:**

DEFAULT. If either party shall default in the performance of any of the terms or provisions of this Lease Agreement, the non-breaching party shall promptly so notify the other party in writing. If the alleged breaching party shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and the alleged breaching party shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, the non-breaching party may cure such default and any reasonable and actual expenses paid by the non-breaching party shall be paid by the alleged breaching party to the non-breaching party within ten (10) days after statement therefore is rendered. The non-breaching party may also terminate this Lease Agreement upon such expiration of the thirty (30) day period if the other party has failed to cure.

10. **Section 14 shall be removed.**

11. **Section 15 of the Agreement shall be amended to replace the contact information in that section with the following:**

STATE: State of Minnesota
Department of Transportation
Office of Statewide Radio Communications
1500 West County Road B2
Roseville, Minnesota 55113

BOARD: Metropolitan Emergency Services Board
Attn: Radio Services Coordinator
2099 University Avenue West
St. Paul, Minnesota 55104

LESSOR: West Central Minnesota Educational Television Company, Inc.,
d/b/a Pioneer PBS
1 Pioneer Drive
Granite Falls, MN 56241

12. **Section 21 shall be amended to read:**

SUBLEASING

LESSEE may sublet a portion of the Leased Premises without LESSOR'S consent if such subleasee participates in the statewide public safety radio system communication plan as set forth in Minnesota Statutes §403.36, so long as no new equipment is added to the Leased Premises. If such sublease would require new equipment be added to the Leased Premises, LESSEE must obtain LESSOR'S prior written approval of such additional equipment, which it may grant or decline in its sole discretion. Further, LESSOR reserves the right to increase rent if additional equipment is approved by LESSOR. No subletting (or use or occupation of the Leased Premises to any other person which is permitted under this Section) in any way releases or relieves LESSEE of its obligations under this Lease Agreement. Any subleasee is bound by the terms of this Lease Agreement, and any amendment thereto.

13. **Exhibit C is amended and modified as attached.**

This Amendment No. 1 shall be effective as of December 1, 2022.

Except as hereinabove amended, the terms, conditions and provisions of the Lease Agreement shall remain in full force and effect.

**METROPOLITAN EMERGENCY
SERVICES BOARD**

**WEST CENTRAL MINNESOTA
EDUCATIONAL TELEVISION
COMPANY, INC.**

By: _____
Board Chair

By: _____
General Manager

Dated: _____

Dated: _____

Approved as to Form:

By: _____
MESB Counsel

Dated: _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

By: _____
Director, Statewide Radio Communications

Dated: _____

Approved:
DEPARTMENT OF TRANSPORTATION
ACKNOWLEDGEMENT OF ENCUMBRANCE

By: _____
Title

Date: _____

CAATS No. _____

Approved:
DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT

By: _____
Title

Date: _____



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 8B. Approval of Dakota County
Amended Cooperative Agreement
Presenter: Fredrick

RECOMMENDATION

Staff recommend the Board approve and authorize the execution of the amended Cooperative Agreement between Dakota County, the Minnesota Department of Transportation (MnDOT), and the Metropolitan Emergency Services Board (MESB).

BACKGROUND

Dakota County, MnDOT and MESB entered into a cooperative agreement in August 2006. This agreement outlines responsibilities of each party in relation to the Allied Radio Matrix for Emergency Response (ARMER) system. Since the agreement was executed, several changes have been made which effect the spirit of the agreement. As such, updates have been made and all parties wish to amend the agreement.

ISSUES & CONCERNS

MESB staff worked with Dakota County and MnDOT to update the terms of the Cooperative Agreement. The MESB has received the final draft of the amended cooperative agreement, in which Dakota County and MnDOT have reviewed and MESB counsel, Jay Arneson, reviewed the agreement.

FINANCIAL IMPACT

None to MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

CONTRACT

Between

DAKOTA COUNTY

and the

METROPOLITAN EMERGENCY SERVICES BOARD

and

THE STATE OF MINNESOTA THROUGH ITS COMMISSIONER OF TRANSPORTATION

for the

DESIGN, PROCUREMENT, CONSTRUCTION AND OPERATION

of an

800 MHz COUNTY/REGIONAL INTEGRATED PUBLIC SAFETY
RADIO COMMUNICATION SUBSYSTEM

Dakota County Contract No. _____

Minnesota Department of Transportation Contract No. _____

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EXHIBITS

EXHIBIT A. EQUIPMENT OWNERSHIP DEPICTION FOR SHARED SUBSYSTEM

EXHIBIT B. MN/DOT EQUIPMENT LOCATED ON COUNTY TOWERS & SHELTERS

EXHIBIT C. COUNTY EQUIPMENT LOCATED ON MN/DOT TOWERS & SHELTERS

**COOPERATIVE AGREEMENT
FOR THE DESIGN, PROCUREMENT, CONSTRUCTION AND OPERATION OF
AN 800 MHz COUNTY/REGIONAL INTEGRATED SUBSYSTEM**

THIS AGREEMENT (“Agreement”), made and entered into by and between Dakota County, a body politic and corporate, under the laws of the State of Minnesota, hereinafter referred to as the “COUNTY,” 1590 Highway 55, Hastings, MN 55033, and the Metropolitan Emergency Services Board, a regional radio board pursuant to the provisions of Minn. Stat. §403.39 (“MESB”), 2099 University Ave West, Saint Paul, Minnesota 55104, and the STATE OF MINNESOTA through its Commissioner of Transportation, MS-100, Transportation Building, 395 John Ireland Boulevard, St. Paul, MN 55155, hereinafter referred to as “Mn/DOT.”

W I T N E S S E T H:

WHEREAS, a Statewide Public Safety Radio and Communication plan, hereinafter referred to as “the Plan” has been developed and adopted in accordance with Minnesota Statutes §403.36, Subdivision 2, and it provides for the construction, ownership and operation of a statewide public safety radio and communication system; and

WHEREAS, Minnesota Statutes §403.36 provides that the Statewide Emergency Communications Board, hereinafter referred to as “Board” has overall responsibility for the Plan, and for assuring that generally accepted project management techniques are utilized for each phase of the Plan implementation; and

WHEREAS, Minnesota Statutes §403.37 provides that the Board is responsible for oversight of Plan implementation, and for establishing and enforcing performance and operational standards for the statewide public safety radio and communication system; and

WHEREAS, the Commissioner of Public Safety is directed by Minnesota Statutes §403.36, Subdivision 1e, to implement the Plan and to contract with the Commissioner of Transportation to construct, own, operate, maintain, and enhance the elements of the backbone defined in the Plan; and

WHEREAS, the Commissioner of Transportation is directed by Minnesota Statute §403.36, Subdivision 1e, to contract for, or procure by purchase or lease (including joint purchase and lease agreements), construction, installation of materials, supplies and equipment, and other services as may be needed to build, operate, and maintain the backbone of the statewide public safety radio and communication system; and

WHEREAS, Mn/DOT is authorized to enter into this Agreement by Minnesota Statutes §174.02 and §174.70; and

WHEREAS, Minnesota Statutes Chapter 403 authorizes Dakota County and Mn/DOT to enter into this Agreement; and

WHEREAS, the Board has approved Dakota County's Local Plan for integration with the statewide public safety radio and communication system; and

WHEREAS, per Minnesota Statutes § 403.39 and § 403.392, the MESB serves as the regional emergency communication board for the metropolitan region and Dakota County is a member of the MESB's joint powers agreement; and

WHEREAS, the parties wish to enter into an agreement setting forth their respective roles and responsibilities regarding the operation of Dakota County's enhancements to the backbone of the statewide public safety radio and communication system.

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Dakota County, the MESB and Mn/DOT agree as follows:

ARTICLE I. PURPOSE

- 1.01 The purpose of this Agreement is to define the rights and obligations of the COUNTY, MESB and Mn/DOT with respect to the cooperative and coordinated design, procurement, construction, ownership, operation, communication facility sharing, funding and maintenance of a County/Regional Integrated Subsystem to be integrated with the ARMER public safety radio communications system.

ARTICLE II. COOPERATION

- 2.01 The COUNTY, MESB and Mn/DOT will cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner in accordance with the provisions of this Agreement.

ARTICLE III. DEFINITION OF TERMS

- 3.01 **AUTHORIZED USERS.** "Authorized Users" means those Eligible Users, as described in 3.05 below, who are authorized to operate upon the System.
- 3.02 **BACKBONE.** "System backbone" or "backbone" means a public safety radio communication system that consists of a shared, trunked, communication, and interoperability infrastructure network, including, but not limited to, radio towers and associated structures and equipment.

- 3.03 BACKBONE ANTENNA SITE. "Backbone Antenna Site" is comprised of the following: tower, shelter, LP tank, generators, fence and radio equipment components. Land as defined in this Agreement may or may not be included in the Backbone Antenna Site.
- 3.04 BOARD. "Board" or "radio board" means the Statewide Emergency Communications Board.
- 3.05 ELIGIBLE USERS. "Eligible Users" means those public and private entities and individuals eligible to hold FCC licenses in the Public Safety and Special Emergency Radio Services as defined by 47 C.F.R. Part 90, Subparts B and C, and those entities and individuals eligible to operate radios in the Public Safety and Special Emergency Radio services under the provisions of 47 C.F.R. §90.421.
- 3.06 ITINERANT USE. "Itinerant Use" means limited temporary use of elements of the System by an Authorized User that are not Subsystem Users.
- 3.07 LAND. "Land" for the purpose of this Agreement refers to the parcel of land that the Backbone and Subsystem Antenna Site is located on. Ownership of the land will be defined in this Agreement as either COUNTY or Mn/DOT.
- 3.08 LOCAL PLAN. "Local Plan" means the plan for a Subsystem by the COUNTY which has been adopted by the COUNTY'S governing body and approved by the MESB and the Board and any amendments thereto.
- 3.09 MUTUAL AID USE. "Mutual Aid Use" means limited temporary use of the elements of the System by Authorized Users that are not Subsystem Users in response to a specific incident or call for assistance.
- 3.10 PLAN. "Plan" means the plan adopted by the Board for a statewide public safety communication system in accordance with Minnesota Statutes §403.36, Subdivision 2, including subsequent amendments to the Plan adopted by the Board.
- 3.11 PROJECT DIRECTOR. "Project Director" means the person(s) designated by each party to this Agreement to represent that party's interest on all technical and contractual matters.
- 3.12 REGIONAL EMERGENCY COMMUNICATION BOARD. "Regional Emergency Communication Board" has the meaning provided for in Minnesota Statutes § 403.392.
- 3.14 SUBSYSTEM. "Subsystems" or "public safety radio subsystems" means systems identified in the plan or a plan developed under section [403.36](#) as subsystems

interconnected by the system backbone and operated by a regional radio board or local government units for their own internal operations.

- 3.15 SUBSYSTEM ANTENNA SITE. "Subsystem Antenna Site" can be comprised of the following: tower, shelter, LP tank, generators, fence and radio equipment components, which are added to the Backbone configuration by the COUNTY as part of a Local Plan enhancing the Backbone coverage. Land as defined in this Agreement may or may not be part of the Subsystem Antenna Site.
- 3.16 SUBSYSTEM USERS. "Subsystem Users" means Authorized Users who are associated with the COUNTY and authorized by the COUNTY as regular users of the COUNTY'S Subsystem.
- 3.17 SYSTEM. "System" collectively means the Backbone and Subsystems maintained by a COUNTY. For purposes of this Agreement, reference to System refers to that portion of the backbone where elements of the COUNTY'S Subsystem provide enhanced coverage or capacity to Authorized Users.

ARTICLE IV. TERM

- 4.01 This Agreement shall take effect upon execution by all parties hereto and appropriate state officials and shall remain in effect until such time as either the ARMER backbone or the County/Regional Integrated Subsystem is either removed from service, or is substantially replaced, at the end of its useful life, or this Agreement is terminated or canceled pursuant to Article V of this Agreement, whichever occurs first.

ARTICLE V. CANCELLATION

- 5.01 Any material violation of the terms and conditions of this Agreement shall constitute a default. In the event of a default, the non-defaulting party or parties shall give the defaulting party or parties notice of said default. Upon notice, the defaulting party or parties shall have a period of 30 (thirty) calendar days to cure said default. If the default is not cured to the satisfaction of the non-defaulting party or parties, said party or parties may terminate this Agreement immediately.
- 5.02 All parties to this Agreement shall provide the remaining parties to this Agreement with written notice within five (5) working days of receipt or transmission of any notice of non-performance or default on the part of the defaulting party or company with which the defaulting party to this Agreement has entered into an agreement.

ARTICLE VI.
CONFORMANCE TO SECB STANDARDS, PLANS, NETWORK INTERCONNECTION
AND AUTHORIZATION FOR USE

- 6.01 The County/Regional Integrated Subsystem shall be constructed and operated in conformance with the COUNTY's Local Plan and technical design approved by the MESB and the Board.
- 6.02 The County/Regional Integrated Subsystem, including subscriber equipment operated on the County/Regional Integrated Subsystem, shall comply with operational, technical and performance standards established or adopted by the MESB and the Board.
- 6.03 The COUNTY and Mn/DOT agree to integrate the County/Regional Integrated Subsystem with the ARMER Backbone, utilizing compatible technology.
- 6.04 Any material changes and/or additions to the County/Regional Integrated Subsystem infrastructure shall be based on mutual written agreement between the COUNTY, and Mn/DOT.
- 6.05 Subject to the terms and conditions of this Agreement, the COUNTY and Mn/DOT shall make the County/Regional Integrated Subsystem available for Itinerant Use by Authorized Users in conformance with the Board's Plan or policies.
- 6.06 The COUNTY and Mn/DOT shall allow Authorized Users to have access to the County/Regional Integrated Subsystem. The COUNTY, consistent with its Local Plan, shall determine whether Local Authorized Users may have access to the County/Regional Integrated Subsystem for Day-to-Day Use and subject to the terms and conditions of this Agreement.
- 6.07 Subject to the terms and conditions of this Agreement, the COUNTY and Mn/DOT shall make the County/Regional Integrated Subsystem available for Day-to-Day use by those Authorized Users that the MESB and the Board or an appropriate agency of the State of Minnesota has approved to use the County/Regional Integrated Subsystems for Day-to-Day Use.

ARTICLE VII.
USE OF BACKBONE SYSTEM RESOURCES

- 7.01 Mn/DOT, consistent with both the Board's and MESB's plans and standards, shall provide the COUNTY with use of the ARMER Backbone for Mutual Aid Use, Itinerant Use, Day to Day Use for emergency medical services, Day to Day Use for wide area operational units routinely operating outside the COUNTY, network switching functions, microwave transport, antenna site use, telephone interconnect use, and other services provided to Authorized Users.

- 7.02 Mn/DOT, consistent with both the Board's and MESB's plans and standards, shall use its best efforts to provide the COUNTY with access to, and use of, adequate frequencies, talk groups, unit IDs and other system resources, on a shared basis, within the overall capacities available, necessary to provide an equivalent grade of service afforded to any and all other Authorized Users, including provisions for planned growth.

ARTICLE VIII.

THIS ARTICLE INTENTIONALLY LEFT BLANK

ARTICLE IX. OWNERSHIP OF FIXED ASSETS

- 9.01 The COUNTY shall own the County/Regional Integrated Subsystem infrastructure equipment, dispatching equipment and subscriber units purchased by the COUNTY with the exception of the equipment transferred to Mn/DOT in Article VIII of this Agreement and any interface card integrated into an equipment rack owned by Mn/DOT. A table highlighting equipment ownership is shown in Exhibit A.
- 9.02 Mn/DOT shall own that equipment necessary to add County/Regional Integrated Subsystem equipment to an ARMER Backbone site that is physically integral to, and constitutes an incremental expansion of, ARMER Backbone equipment. Examples of equipment owned by Mn/DOT includes, but is not limited to, interface cards in master site audio switch and interface cards in Mn/DOT microwave channel bank equipment.
- 9.03 Prior to construction of the County/Regional Integrated Subsystem, the final detailed equipment ownership lists, and identification of all ARMER and COUNTY sites, shall be agreed to by the COUNTY and Mn/DOT.

ARTICLE X. ANTENNA SITE PROPERTY INTERESTS

- 10.01 The COUNTY shall enter into mutually agreeable leases and licensing agreements with the MESB for use of COUNTY owned antenna sites and network control sites that are necessary for additions to the Backbone System including Subsystems conforming to the MESB's Plan that are to be owned by local governments other than the COUNTY. The COUNTY retains approval authority for, and shall own, any and all improvements made to COUNTY buildings and facilities including, but not limited to, remodeling, expansion structural improvements to COUNTY towers, and upgraded mechanical and electrical systems.
- 10.02 The COUNTY shall negotiate and draft leases and licensing agreements needed to obtain the real property interests for County/Regional Integrated Subsystem antenna sites that

are not owned by the COUNTY and that are necessary for the construction and/or operation of the County/Regional Integrated Subsystem. The COUNTY shall bill the MESB quarterly, by March 31, June 30, September 30, and December 31 of each year, for any charges imposed on it by such leases or licensing agreements which are to be paid by the MESB.

ARTICLE XI. COLLOCATION ON COUNTY PROPERTIES, TOWERS & SHELTERS

- 11.01 Mn/DOT shall be permitted to install and maintain ARMER and other Mn/DOT Public Safety communications related equipment, more fully described in Exhibit B of this document, on or in the Subsystem Antenna Site as defined in paragraph 3.15 of this Agreement:

1. Empire Tower Site: Mn/DOT owns tower, COUNTY owns shelter and land.

The TERM of use of the above Subsystem Antenna Site(s) shall be in accordance with conditions as described in Article IV of this Agreement. CANCELLATION for use of the above Subsystem Antenna Site(s) shall be in accordance with conditions as described in Article V of this Agreement. COST for the use of the above Subsystem Antenna Site(s) shall be in accordance with conditions as described in Articles XII, XIII and XIV of this Agreement.

- 11.02 COUNTY retains approval authority for, and shall own, any and all improvements made to the Subsystem Antenna Site(s) described in paragraph 11.01 above including, but not limited to, structural improvements to towers and shelters and upgraded mechanical and electrical systems.
- 11.03 Except for radio channels (frequencies) covered by Article XVI of this Agreement, Mn/DOT agrees to obtain and maintain the proper FCC licensing and comply with all FCC Rules and Regulations governing the use of the equipment installed at the facilities noted in paragraph 11.01 above.
- 11.04 Exhibit B of this document describes the Mn/DOT equipment and placement of Mn/DOT equipment at the Subsystem Antenna Site(s) noted in paragraph 11.01 above. Changes to that described in Exhibit B must be submitted to COUNTY in writing. All changes must be approved by COUNTY in writing prior to making any changes.
- 11.05 Mn/DOT shall have unlimited access 24/7/365.
- 11.06 COUNTY and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. COUNTY, and

Dakota County, MESB, Mn/DOT Cooperative Agreement for ARMER Subsystem

subcontractors, agree to maintain self-insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

- 11.07 Mn/DOT shall notify COUNTY in advance of entry to any of the Subsystem Antenna Site(s) noted in paragraph 11.01 above. In case of an emergency, Mn/DOT shall notify COUNTY of entry on the next regular business day. As of the writing of this agreement, the NOTIFICATION shall be made to the contact information below:

800 MHz Radio Systems Coordinator
2860 160th St. West, Rosemount, MN 55068
(952) 891-7886
Ron.Jansen@CO.DAKOTA.MN.US

ARTICLE XII. COLLOCATION ON Mn/DOT PROPERTIES, TOWERS & SHELTERS

- 12.01 COUNTY shall be permitted to install and maintain ARMER and other COUNTY Public Safety communications related equipment, more fully described in Exhibit C of this document, on or in the Backbone Antenna Site(s) as defined in paragraph 3.03 of this Agreement:

1. Empire – Tower owned by Mn/DOT, shelter owned by COUNTY
2. Hastings
3. Cannon Falls

The TERM of use of the above Backbone Antenna Site(s) shall be in accordance with conditions as described in Article IV of this Agreement. CANCELLATION for use of the above Backbone Antenna Site(s) shall be in accordance with conditions as described in Article V of this Agreement. COST for the use of the above Backbone Antenna Site(s) shall be in accordance with conditions as described in Articles XII, XIII and XIV of this Agreement.

- 12.02 Mn/DOT retains approval authority for, and shall own, any and all improvements made to the Backbone Antenna Site(s) described in paragraph 12.01 above including, but not limited to, structural improvements to towers and shelters and upgraded mechanical and electrical systems.
- 12.03 Except for radio channels (frequencies) covered by ARTICLE XVI of this Agreement, COUNTY agrees to obtain and maintain the proper FCC licensing and comply with all FCC Rules and Regulations governing the use of the equipment installed at the Backbone Antenna Site(s) noted in paragraph 12.01 above.

- 12.04 Exhibit C of this Agreement describes the COUNTY equipment and placement of COUNTY equipment on the Backbone Antenna Site(s) noted in paragraph 12.01 above. Changes to that described in Exhibit C must be submitted to Mn/DOT in writing. All changes must be approved by Mn/DOT in writing prior to making any changes.
- 12.05 COUNTY shall have unlimited access 24/7/365.
- 12.06 COUNTY and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. COUNTY, and subcontractors, agree to maintain self-insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.
- 12.07 COUNTY shall notify Mn/DOT in advance of entry to any of the Backbone Antenna Site(s) noted in paragraph 11.01 above. In case of an emergency, COUNTY shall notify Mn/DOT of entry on the next regular business day. NOTIFICATION shall be made to:
- Mn/DOT Radio Operations Center
1500 West County Road B2
Roseville, MN 55113
651-234-7950

ARTICLE XIII. ALLOCATIONS OF ARMER BACKBONE OPERATING COSTS

- 13.01 At the time of this Agreement the Statewide Emergency Communications Board and Department of Public Safety (DPS) have provided funding to Mn/DOT for the operating costs of the State-owned portions of the ARMER Backbone. Therefore, there are no user fees, except for site operating utilities as outlined in Article XIII below, to be collected from the COUNTY by Mn/DOT for the COUNTY's attachment to/or operation on the ARMER Backbone. In the event that operating funding directed to Mn/DOT from DPS is discontinued or the Statewide Emergency Communications Board or MESB assesses user fees, Mn/DOT and the COUNTY shall work cooperatively to renegotiate this section of this Agreement.

ARTICLE XIV. ALLOCATIONS OF COMMUNICATION SITE OPERATING COSTS

- 14.01 Mn/DOT shall not charge rent to the COUNTY for COUNTY equipment collocated at Backbone Antenna Site(s) other than items covered under Article XIV.

14.02 The COUNTY shall not charge rent to Mn/DOT for Mn/DOT equipment collocated at Subsystem Antenna Site(s) other than items covered under Article XIV.

14.03 COUNTY's costs for the operating utilities are based upon the number of base stations or percentage of racks at site owned by the COUNTY and usage of Mn/DOT's backup emergency generator as outlined below and completed in a separate lease agreement:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

14.04 MESB shall charge the COUNTY for its portion of rent and/or utilities for the sites in which the COUNTY has equipment and MESB manages the lease.

14.05 Since the Regional Authorized Users may operate on the Dakota County/Integrated Subsystem, at the time this Agreement is executed by all parties, the MESB and Mn/DOT shall be responsible for 7/15 of each of the vendor Software Subscription Agreement costs, the 800 MHz system operating costs and the preventative maintenance and repair of the 9 site-15 channel County/Regional Integrated Subsystem. An adjustment to the proportional share of these costs shall be negotiated in the future if the number of channels or site or the allocation of channels or sites between the County/Integrated Subsystem and the state/regional Backbone System changes.

The 10th Dakota County Subsystem Site, Welch, utilities and tower rent will be shared costs with the 7/15 portion billed to Mn/DOT and the remaining being the responsibility of the County.

If any of the aforementioned changes are made, written notice to all parties will be given prior to any changes in cost. The maintenance responsibilities assumed by the MESB and Mn/DOT shall be performed by appropriately trained Mn/DOT personnel, or Mn/DOT contracted personnel.

ARTICLE XV. PAYMENT AND TRANSFER OF FUNDS

15.01 When applicable, MESB shall invoice the COUNTY for the operating utilities from the Backbone Antenna Site(s) payable by the COUNTY. The COUNTY shall make full and prompt payment to the MESB following receipt of an invoice for the COUNTY's share of annual operating utilities and rent for the Backbone Antenna Site(s).

15.02 MESB shall invoice the COUNTY for its share of the ARMER system software upgrades from the ARMER system vendor as outlined in Article XVIII.

**ARTICLE XVI.
AMENDMENTS TO COUNTY ARMER PARTICIPATION PLAN**

- 16.01 Prior to construction for any amendment to the COUNTY's approved ARMER Participation Plan, the COUNTY shall forward the design of the amendment to the MESB and Board for approval.

**ARTICLE XVII.
FCC LICENSES**

- 17.01 The COUNTY shall, apply to the Federal Communications Commission, hereinafter referred to as "FCC", to become a co-licensee for the additional National Public Safety Planning Advisory Committee (NPSPAC) frequencies added to the County Subsystem and subscriber units. The COUNTY shall pay all costs, and shall provide all administrative support, associated with its portion of the FCC co-licensing applications, subject to the appropriation and encumbrance of funds for such purpose as required by law.
- 17.02 The COUNTY reserves the right to retain sufficient currently licensed voice and non-voice frequencies and to license additional frequencies to accommodate departments electing not to use the 800 MHz system, fire paging, mutual aid, and for non-voice such as SCADA, siren control, mobile data, GPS, etc.

**ARTICLE XVIII.
NETWORK OPERATIONS, PRIORITIES AND PROTOCOLS**

- 18.01 The COUNTY shall provide the services of a designated County/Regional Integrated Subsystem administrator who shall coordinate with the Mn/DOT network administrator regarding County/Regional Integrated Subsystem operations and overall Backbone System network management issues.
- 18.02 The COUNTY and Mn/DOT shall operate the County/Regional Integrated Subsystem in conformance with the Radio Boards plan for mutual aid usage, roaming between Subsystems, scanning between Subsystems, telephone interconnect, SCADA, mobile data, GPS and other uses potentially effecting system wide performance.
- 18.03 The COUNTY shall have authority and responsibility for the establishment of operating procedures, protocols, priorities, and standards for local government operations including dispatching occurring within the County/Regional Integrated Subsystem.

If conditions occur which affect local system or state/regional operation, Mn/DOT and the COUNTY agree to mutually resolve the issue in accordance with Article XX of this Agreement.

- 18.04 The COUNTY shall determine whether Authorized Users have access to COUNTY assigned talk groups and encryption code groups subject to terms and conditions determined by the COUNTY.

ARTICLE XIX. SYSTEM MAINTENANCE AND UPGRADES

- 19.01 Mn/DOT is responsible for the maintenance and the associated maintenance costs for all equipment owned by Mn/DOT.
- 19.02 The COUNTY is responsible for the maintenance and the associated maintenance costs for all equipment owned by the COUNTY.
- 19.03 The COUNTY shall include any COUNTY owned equipment that is interconnected with the ARMER Backbone in the system Software Subscription Agreement (SSA) with the system vendor. The COUNTY shall be responsible for the incremental costs associated with the addition of COUNTY owned equipment to the SSA. This would include any interconnect console equipment, network management equipment or any other interconnected equipment.
- 19.04 The system will require periodic system upgrades and maintenance that may be system impacting. Some of this work may result in reduced communications during the upgrade or maintenance activity. Mn/DOT shall notify the COUNTY of this work and the COUNTY and Mn/DOT shall work to find a mutually agreeable time to schedule this work in order to minimize impact to the radio users in the COUNTY. The COUNTY shall not reasonably withhold the ability of Mn/DOT to complete upgrades or system maintenance.
- 19.05 System capacity upgrades: It is anticipated that traffic on the system will grow over time, as this occurs the COUNTY and Mn/DOT will use actual system traffic reports to determine how the growth impacts performance of the system. In the event that the usage growth requires system additions, the COUNTY and Mn/DOT will work cooperatively to determine how the expansions are to occur and how any costs associated with the expansion will be split between the COUNTY and Mn/DOT.

**ARTICLE XX.
LIABILITY AND INSURANCE**

- 20.01 Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. The COUNTY's and Mn/DOT's liability is governed by the provisions of Minn. Stat., Chapter 466 [COUNTY] and Minn. Stat. Chapter 3 [Mn/DOT].

The COUNTY and Mn/DOT each warrant that they are able to comply with the aforementioned liability requirements through an insurance or a self-insurance program and have minimum coverage consistent with the liability limits contained in Minn. Stat., Chapter 466 [COUNTY] and Minn. Stat. Chapter 3 [Mn/DOT].

**ARTICLE XXI.
CONFLICT RESOLUTION**

- 21.01 If a dispute should arise between the parties to this Agreement with respect to this Agreement or any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the disputing parties prior to commencement of any legal action on the part of either party with respect to this Agreement, any of its provisions and/or its enforcement. The costs of such mediation shall be shared in accordance with an Amendment to this agreement entered into prior to mediation that specifically addresses the responsibility of each party for the expenses of such mediation.

**ARTICLE XXII.
CONTRACT ADMINISTRATION**

- 22.01 In order to coordinate the activities of the COUNTY and Mn/DOT so as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors, shall manage this Agreement on behalf of the COUNTY and Mn/DOT:

COUNTY:

County Manager
1590 Highway 55, Hastings, MN 55033
651-438-4418

Mn/DOT:

Director of the Office of Statewide Radio Communications

Dakota County, MESB, Mn/DOT Cooperative Agreement for ARMER Subsystem

MS 730
1500 W. County Rd. B2
Roseville, Minnesota 55113

MESB:

Executive Director
2099 University Avenue West
St. Paul, Minnesota 55104

**ARTICLE XXIII.
NOTICE**

- 23.01 Any notice, report or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator at the addresses contained in Article XXII to this Agreement and to the Dakota County Attorney's Office, 1590 Highway 55, Hastings, MN, 55033. Notices to Mn/DOT shall be sent to Director of Electronic Communication at the address given in Article XXII. Notices to the MESB shall be sent to the Executive Director at the address given in Article XXII.

**ARTICLE XXIV.
MERGER AND MODIFICATION**

- 24.01 It is understood and agreed that the entire Agreement between the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject hereof. All exhibits attached to this Agreement are incorporated into this Agreement and all items referred to in this Agreement are incorporated by reference and are deemed to be part of this Agreement.

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

**ARTICLE XXV.
AUDITS AND ACCESS TO RECORDS**

- 25.01 The COUNTY, MESB and Mn/DOT agree that each party hereto, the State Auditor, the Legislative Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers,

records, etc., which are pertinent to the accounting practices and procedures of the other party hereto and involve transactions relating to this Agreement.

ARTICLE XXVI. DATA PRIVACY

- 26.01 The COUNTY, MESB and Mn/DOT agree to abide by all applicable State and Federal laws and regulations regarding confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations.

ARTICLE XXVII. INDEPENDENT CONTRACTOR

- 27.01 Each party is, and shall remain, an independent contractor with respect to all services performed under this Agreement. Each party shall select the means, method, and manner of performing their respective services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting either party as the agent, representative, or employee of the other for any purpose or in any manner whatsoever. Each party represents that it has or will secure at its own expense all personnel required in performing their respective services under this Agreement. Any and all personnel of either party or other persons engaged in the performance of any work or services under this Agreement shall have no contractual relationship with the other party, and shall not be considered an employee of any other party. Any and all claims that might arise under the Unemployment Compensation Act, the Workers' Compensation Act of the State of Minnesota, or any other applicable Federal or State law, rule, or regulation on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against either party, its officers, agents, contractors, or employees shall in no way be the responsibility of the other party. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other party, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-Employment Insurance, disability, severance pay, or PERA.

**ARTICLE XXVIII.
MINNESOTA LAWS GOVERN AND SEVERABILITY**

- 28.01 The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations and performance obligations between the parties herein. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties. One or more waivers by said party of any provision, term, condition or covenant shall not be construed by the other parties as a waiver of a subsequent breach of the same by other parties.

**ARTICLE XXIX.
CONTRACTOR INSURANCE**

- 29.01 The COUNTY agrees that any construction contracts let by the COUNTY for the Construction of the COUNTY/REGIONAL Integrated Subsystem as provided in this Agreement shall include clauses that will:
- 1) require the contractors to defend, indemnify, and save harmless the MESB, Mn/DOT, the COUNTY, and their officers, agents and employees from claims, suits, demands, damages, judgments, costs, interests, expenses (including, without limitation, reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) arising out of or by reason of the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of said contractor, its officers, employees, agents or subcontractors; and
 - 2) require the contractors to provide and maintain insurance as follows:
 1. Comprehensive General Liability Insurance Policy with minimum limits in an amount not less than the statutory tort liability limits in Minn. Stat. §§ 3.736 and 466.03, combined single limit (CSL), with coverage pertaining to operation and premises of contractor;
 2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than the statutory tort liability limits in Minn. Stat. §§ 3.736 and 466.03, combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this;

3. Professional Liability Insurance (when required) in an amount not less than the statutory tort liability limits in Minn. Stat. §§ 3.736 and 466.03, combined single limit (CSL);
4. Excess Umbrella Liability Policy in the amount not less than the statutory tort liability limits in Minn. Stat. §§ 3.736 and 466.03 will be additionally required if any of the above policies have lower limits than stated;
5. Workers' Compensation Insurance as required by Minnesota laws;

And to provide Mn/DOT and COUNTY with Certificates of Insurance naming MESB, Mn/DOT and COUNTY as additional insureds, and

3) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement.

ARTICLE XXX. APPLICABLE PROVISIONS OF LAW

- 30.01 Applicable provisions of Minnesota State Law, Federal Law and any applicable local ordinance shall be considered a part of this Agreement as though fully set forth herein. Specifically, COUNTY agrees to comply with all federal, state and local applicable laws and ordinances relating to nondiscrimination, affirmative action, public purchases, contracting, employment including workers' compensation and state labor wage provisions, and surety deposits required for construction contracts. Notwithstanding the foregoing or any other provision of this Agreement, Mn/DOT does not agree to be subject to or bound by local ordinances.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

COUNTY BOARD APPROVAL

The State of Minnesota through its Commissioner of Transportation having signed this Agreement and the Dakota County Board has duly approved this Agreement on the ____ day of _____, 20__, and pursuant to such approval, the proper COUNTY officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

DAKOTA COUNTY

By: _____
County Manager

Dated: _____

Approved as to form:

By: _____
Assistant County Attorney

Dated: _____

METROPOLITAN EMERGENCY COMMUNICATIONS BOARD

By: _____
Chair of the Board

Dated: _____

Approved as to form:

By: _____
MESB Counsel

Dated: _____

STATE OF MINNESOTA

Through its Commissioner of Transportation

By: _____

Dated: _____

Title: Director

APPROVED:

MNDOT CONTRACT MANAGEMENT

By _____

Title _____

Date _____



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 10A. Ratification of Approval of EMSRB
Sustainability Pilot Project Grant
Presenter: Hayes

RECOMMENDATION

The Executive Committee recommends the Board ratify Executive Committee action from December 14, 2022 to approve and accept the Emergency Medical Services Regulatory Board (EMSRB) EMS Sustainability grant in the amount of \$12,000.00.

BACKGROUND

The MESB's EMS activities are funded through grants from the EMSRB, primarily the EMS Support Grant and funds received via seatbelt fines.

In 2021 and 2022, the EMSRB was subject to an Office of Legislative Auditor (OLA) audit. One of the OLA findings was that the EMSRB needed to do more to sustain EMS operations, including recruitment and retention of Paramedics and emergency medical technicians (EMTs).

ISSUES & CONCERNS

In late November, the MESB learned that the EMSRB would be creating a new grant pilot program focused on sustainability efforts which was in response to the OLA finding. In announcing this new grant, the EMSRB stated:

Emergency medical services (EMS) is an inherently local operation, with no one local operation identical to another. However, the ending goal of providing the best possible pre-hospital care to the patients the system serves and preserving the life of Minnesotans is universal. As a result of this inherently local design, Minnesota EMS is broken into eight separate geographical regions as identified in M.S. 144E.50. EMS sustainability is a statewide problem as identified by the OLA report. However, many solutions may not be universal. As a result, it is the intent of the EMSRB to award each of the eight (8) regional EMS systems \$12,000 to fund EMS sustainability initiatives in their respective regions. The total EMSRB investment for this program will not exceed \$96,000.

Funding will be provided by way of a grant from the Emergency Medical Services Regulatory Board under its authority outlined in M.S. 144E.05 Subdivision 2. All funding must be encumbered or expended by June 30, 2023.

Because this grant was just announced, regions have not had the opportunity to fully develop plans to use these grant funds, particularly within such a short timeframe. Over the next weeks,

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 10A. Ratification of Approval of EMSRB
Sustainability Pilot Project Grant
Presenter: Hayes

MESB staff will develop a plan to utilize these funds either within the region, or possibly in conjunction with other EMS regions on a larger statewide project.

FINANCIAL IMPACT

None to the MESB; this is new funding.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Emergency Medical Services Regulatory Board ("EMSRB" or "State") and Metropolitan Emergency Services Board, 2099 University Avenue West, St. Paul, MN 55104 ("Metro Region" or "Grantee").

Recitals

1. Under Minn. Stat. §16B.97 the State is empowered to enter into this grant contract agreement.
2. The State is piloting EMS sustainability initiatives in the Grantee's region to ensure the future existence of our state's EMS system.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

December 1, 2022, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- Perform duties specified in the Project Description and Allowable Grant Activities which is attached and incorporated into this grant contract agreement as Exhibit A.
- Grantee's duties will be funded through an advance payment method, as outlined in Exhibit A, the Advance Payment Invoice Template, attached and incorporated into this grant contract agreement as Exhibit B, and the memo dated 10/28/22 regarding the payment method for this project which is attached and incorporated into this grant contract agreement as Exhibit C.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

- i) The Grantee will be paid an advance, lump sum payment of twelve thousand dollars and no/100 (\$12,000.00) in accordance with the attached Exhibits A, B and C and which may be spent on any of the pre-approved activities listed in Exhibit A.

- ii) If the Grantee wishes to spend the funds on activities not listed in Exhibit A, a detailed, written request must be submitted the State's Authorized Representative prior to any funds being disbursed. The request must include a detailed description of the activities and the outcomes/goals hoped to be achieved through them. Only upon written approval of the State's Authorized Representative may the Grantee receive these grant funds and undertake any of the requested activities.
- iii) Prior to grant closeout, the EMSRB will perform a financial reconciliation for the following reasons:
 - Ensure that the funds have been spent by the Grantee in accordance with this Grant Contract Agreement; and,
 - Tracking unspent funds that must be returned to the EMSRB per clause 4.2(b), below.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$12,000.00.

4.2 Payment

(a) Invoices

The State will promptly make an advance payment to the Grantee after Grantee presents the invoice (attached to this Grant Contract Agreement as Exhibit B) to the State's Authorized Representative and the State's Authorized Representative accepts the invoice. Invoices must be submitted timely due to the short time period of this Grant Contract Agreement.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

- (a)*** Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b)*** Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c)*** Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d)*** The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - i. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - ii. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
 - iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- (e)*** The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- (f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

6.1 *State's Authorized Representatives:*

- (a) The Program Manager is Dylan J Ferguson, Executive Director, EMSRB, 335 Randolph Avenue, Suite 220, St. Paul, MN 55012, (651) 201-2806, dylan.ferguson@state.mn.us, or his successor or delegate, and has the responsibility to monitor the Grantee's performance.
- (b) The Fiscal Manager is Jana Carr-Weerts, Grants and Financial Manager, EMSRB, 335 Randolph Avenue, Suite 220, St. Paul, MN 55012 (651) 201-2852, jana.s.carr-weerts@state.mn.us, or her successor or delegate, and has the responsibility to monitor the Grant Contract Agreement, receive invoices, approve payments to the Grantee and perform the financial reconciliation at the grant closeout.

6.2 *Grantee's Authorized Representative:*

- (a) The Metro Region's Authorized Representative for executing this Grant Contract Agreement is Irene Fernando, Dakota County Board Chair, MESB, Chair, 2099 University Avenue West, St. Paul, MN, 55104, irene.fernando@hennepin.us, or her successor or delegate.
- (b) The Metro Region's Authorized Representative for management of this Grant is Greg Hayes, EMS Coordinator, MESB, 2099 University Avenue West, St. Paul, MN, 55104, ghayes@emsmn.org, 651-683-8378, or his successor or delegate.
- (c) If the Grantee's Authorized Representative changes at any time during the term of this Grant Contract Agreement, it must immediately be communicated to the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 *Assignment*

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 *Amendments*

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 *Waiver*

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 *Grant Contract Complete*

This grant contract contains all negotiations and agreements between the State and the Grantee. No other

understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written

notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

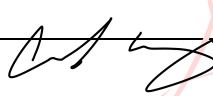
(c)

15 **Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.


1. **STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: 
 Digitally signed by Amanda Krings
 Date: 2022.11.18
 13:28:07 -06'00'


SWIFT Contract/PO No(s). 221486 / 32074 / 300-1264

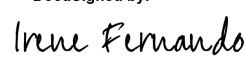
3. **STATE AGENCY**

DocuSigned by:
 By:  Dylan J Ferguson
 (with delegated authority)
 Title: Executive Director
 Date: 12/27/2022

2. **GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions or policies.

By:  Brittany McCormick
 172CAC72EB6A497...
 Title: Board Counsel
 Date: 12/19/2022

DocuSigned by:
 By:  Irene Fernando
 778E32080B13487...
 Title: Chair
 Date: 12/27/2022

Distribution:
 Agency



2022-2023 Pilot EMS Sustainability Grants

Version: 1.00
Effective Date: 11/04/2022

Program Purpose

There are a variety of different challenges that emergency medical services face across the United States and within the State of Minnesota. A challenging health care reimbursement environment with antiquated fee for service payment models, and a lack of funding for the cost of having an ambulance available 24/7 has set the nation's EMS system on a collision course with unsustainability given the current inflationary pressures and workforce challenges.

In its 2022 report the Office of the Legislative Auditor highlighted the need to pilot different initiatives in an effort to test programs before implementing broad scale adoption. These EMS Sustainability Grants are one step of the EMSRB's strategy to work to ensure sustainability of our state's EMS system for years to come. While these grants alone will be woefully insufficient to the overall need for sustainability, it is a step in a direction to validate that additional funding is needed from the Minnesota Legislature for this important work.

Scope of Program

Emergency medical services (EMS) is an inherently local operation, with no one local operation identical to another. However, the ending goal of providing the best possible pre-hospital care to the patients the system serves and preserving the life of Minnesotans is universal. As a result of this inherently local design, Minnesota EMS is broken into eight separate geographical regions as identified in M.S. 144E.50.

EMS sustainability is a statewide problem as identified by the OLA report. However, many solutions may not be universal. As a result, it is the intent of the EMSRB to award each of the eight (8) regional EMS systems **\$12,000** to fund EMS sustainability initiatives in their respective regions. The total EMSRB investment for this program will not exceed \$96,000. Funding will be provided by way of a grant from the Emergency Medical Services Regulatory Board under its authority outlined in M.S. 144E.05 Subdivision 2. **All funding must be encumbered or expended by June 30, 2023.**

Approved Programmatic Categories

Listed below are broad categories that EMS regions may undertake directly or provide by way of reimbursement to EMS services in their regions. Examples are provided as potential tasks but **should not be considered a limiting list.**

EXHIBIT A: Project Description and Allowable Grant Activities**Administrative Expenses**

Regional EMS Systems may utilize up to 15% of awarded funds for administrative expenses needed to operate the program. This 15% may be utilized in a manner consistent with the provisions of M.S 144E.50

Recruitment of Personnel

EMS has seen the number of individuals becoming certified for the first time in a calendar year fall by nearly half since 2019. Programming that is driven towards recruiting additional personnel to serve in the state's EMS system shall be approved.

Potential Tasks

- Development of regional or service specific recruitment plans
- Payment for EMS initial education not otherwise covered by other EMSRB funding mechanisms
 - Initial EMR education can be funded if the individual is affiliated with either a licensed ambulance service or registered medical response unit (MRU)
 - Including examination cost (up to 3 attempts) for any provider affiliated with a licensed ambulance service or medical response unit.
- Development and dissemination of advertising related to recruiting individuals to EMS
 - Includes video production, radio advertisement, social media, etc.
- Door to door personnel drives for the purposes of recruiting personnel
- Covering the actual cost of an initial education course held in a rural area, where there is insufficient student enrollment to make hosting a course economically viable
- Training related to recruitment techniques
- Costs incurred for holding public outreach events to recruit personnel within the community, including presentations to schools.

Retention of EMS Personnel

The EMSRB has conducted research into the influencers of retention in Minnesota EMS and found that nearly 45% of EMT certification expirations are under the age of 30 years old, and nearly 65% of EMT certification expirations are under the age of 40 years old. It is vital to focus on retention of EMS providers here in Minnesota and to keep people engaged in the system. Programming that is driven towards retaining existing personnel to serve in the state's EMS system shall be approved.

Potential Tasks

- Funding can be utilized to pay retention bonuses to personnel that have worked for an EMS service longer than a year (365 days).
 - No individual EMS provider should receive more than \$500
- Funding for other types of incentive-based awards (gift cards, service branded clothing, etc.)
 - No individual EMS provider should receive incentive-based awards exceeding fair market value of \$500.
- Funding for EMS services to send personnel to EMS leadership training courses.

EXHIBIT A: Project Description and Allowable Grant Activities

- Funding for initial EMS education courses not otherwise covered by other EMSRB funding mechanisms, to allow existing EMS personnel to upgrade their certification (i.e., paramedic scholarships)
- EMS appreciation events that acknowledge the service of EMS providers
- Funding for mental health resources including but not limited to peer support, critical incident stress management, etc.
- Funding for continuing education courses not otherwise covered by other EMSRB funding mechanisms to allow existing providers to remain in the EMS system.
 - EMR refreshers can be funded if the individual is affiliated with a licensed ambulance service or registered Medical Response Unit (MRU)
 - Paramedic refreshers
- The purchase or development or both of online and hybrid-based education to provide additional opportunities for individuals to be able to renew their certification.
- Training related to retention techniques.
- Funding to pilot day care programs for children of EMS providers.

System Sustainability

EMS sustainability is a nationwide problem as identified by the OLA report. However, many solutions may not be universal. Potential tasks below have been compiled from industry asks, EMSRB research, and projects that have been proposed or undertaken by other states.

Potential Tasks

- Funding to pilot alternative staffing and response models
 - Funding to pilot the addition of paid or paid on call providers to a service relying on a volunteer or combination model.
 - Regional mutual aid/ALS intercepts
- Costs associated with investigating a potential collaboration, coordination, or consolidation of services. These costs could include, but are not limited to, consulting fees, studies, legal fees, and statistical analysis.
- Costs associated with an actual merger or consolidation of services.
- Costs incurred by EMS services implementing recommendations from a prior EMSRB rural sustainability survey.
- Specific costs incurred by a service working towards MRU registration
 - Agency Medical Direction
 - Purchase or Upgrade of an Automated External Defibrillator
- Financial incentives to organizations who become registered Medical Response Units with the EMSRB. (Not to exceed \$400 per organization)
- Funding for cooperative contracting or agreements for medical direction
- Development or expansion of community paramedic or community EMT programs
- Financial incentive or recognition programs to employers that allow individuals to leave work to respond to EMS calls.
- Funding to pilot financial support for non-transport first response to Medical Response Units registered with the Emergency Medical Services Regulatory Board.

Evaluation Required

All individual programs that are implemented by the regional system must identify to the EMSRB prior to implementation how they intend to measure the impact of the implemented program. The results of those metrics must be provided to the EMSRB by September 30, 2023.

Documentation Required

EMS regions should maintain detailed documentation and follow accepted accounting procedures. With the pilot nature of these grants, all grants awarded under this program will have a desk audit performed under the procedures established in OGM Policy 08-10.



**EMERGENCY MEDICAL SERVICES
REGULATORY BOARD**

EMS Sustainability Pilot Grant Exhibit B: Lump Sum Advance Payment Invoice Template

335 Randolph Ave
St. Paul, MN 55102

Suite 220

Invoice for Lump Sum Advance Payment		
FY23 EMS Sustainability Pilot Grant		
For the Period from:	<u>11/18/2022</u>	to <u>6/30/2023</u>
Organization:		
Address:		
Contact Person:		Phone:
Contact E-mail:		
Approved Budget Line Items		

- Per OGM Policy 08-08, it is at the discretion of the EMSRB to pay Grantees via an advance payment method.
- The grant activities listed in Attachment A to the Grant Contract Agreement are all pre-approved activities that this vendor may undertake using this advance payment of \$12,000.00.
- Any activities that the Grantee wishes to undertake using these fund that are not contained in Exhibit A, may be allowed to do so, but must make a prior request in writing, which must be approved by the State's Authorized Representative for the Grant Contract Agreement. The written approval shall be attached to this internally generated invoice.
- Prior to the grant closeout, a financial desk review shall be performed by the EMSRB Grants and Financial Manager on the funds disbursed under this grant.
- Any unused funds must be returned to the State of MN by check no later than July 15, 2023.
- If all requirements under this grant contract agreement are not met (such as project outcomes reporting), the State may request the Grantee return funds to the State of MN.

TOTAL AMOUNT DUE THIS PERIOD		\$	12,000.00
<i>I certify that these funds shall be used in accordance with MN Statutes, the Grant Contract Agreement, the stipulations outlined above, and provisions in Exhibit A to the best of my knowledge.</i>			
Grantee Signature:		Date:	
Printed Name & Title:			
PO #: TBD	EMS Sustainability Pilot Grant (EMSRB Operations Budget):		
Grant Contract #:	Fund:	1000	
Vendor Number:	Dept ID:	H7S30000	
	Approp ID:	H7S1111	
State Signature: _____		Date: _____	
Printed Name & Title: Dylan J Ferguson, Executive Director			

EMS Sustainability Pilot Grant Exhibit C: Memo Regarding Payment Method**Internal Memo**


11/12/2022

Date: 10/28/2022
To: Dylan J Ferguson, Executive Director, EMSRB
From: Jana Carr-Weerts, Grants and Financial Manager, EMSRB

RE: Payment Method for the 2022-2023 Pilot EMS Sustainability Grants**2022-2023 Pilot EMS Sustainability Grants Outlined:**

There are a variety of different challenges that emergency medical services face across the United States and within the State of Minnesota. A challenging health care reimbursement environment with antiquated fee for service payment models, and a lack of funding for the cost of having an ambulance available 24/7 has set the nations EMS system on a collision course with unsustainability given the current inflationary pressures and workforce challenges.

In its 2022 report the Office of the Legislative Auditor, highlighted the need to pilot different initiatives in an effort to test items before implementing broad scale adoption. These EMS Sustainability Grants are one step of the EMSRB's strategy to work to ensure sustainability of our states EMS system for years to come. While these grants alone will be woefully insufficient to the overall need for sustainability, it is a step in a direction to validate that additional funding is needed from the Minnesota Legislature for this important work.

Scope and Goals Program:

Emergency medical services (EMS) is an inherently local operation, with no one local operation identical to another. However, the ending goal of providing the best possible pre-hospital care to the patients the system serves and preserving the life of Minnesotans is universal. As a result, of this inherently local design, Minnesota EMS is broken into eight separate geographical regions as identified in M.S. 144E.50.

EMS sustainability is a statewide problem as identified by the OLA report. However, many solutions may not be universal. As a result, it is the intent of the EMSRB to award each of the eight (8) regional EMS systems \$12,000 to fund EMS sustainability initiatives in their respective regions. The total EMSRB investment for this program will not exceed \$96,000. Funding will be provided by way of a grant from the Emergency Medical Services Regulatory Board under its authority outlined in M.S. 144E.05 Subdivision 2. All funding must be encumbered and work must be completed by June 30, 2023.

Recruitment of EMS Personnel	EMS has seen the number of individuals becoming certified for the first time in a calendar year fall by nearly half since 2019. Programming that is driven towards recruiting additional personnel to serve in the state's EMS system shall be approved.
Retention of EMS Personnel	The EMSRB has conducted research into the influencers of retention in Minnesota EMS and found that nearly 45% of EMT certification expirations are under the age of 30 years old, and nearly 65% of EMT certification expirations are under the age of 40 years old. It is vital to focus on retention of EMS providers here in Minnesota and to keep people engaged in the system. Programming that is driven towards retaining existing personnel to serve in the state's EMS system shall be approved.
System Sustainability	EMS sustainability is a nationwide problem as identified by the OLA report. However, many solutions may not be universal. Potential tasks below have been compiled from industry asks, EMSRB research, and projects that have been proposed or undertaken by other states.
Evaluation	All individual programs that are implemented by the regional system must identify to the EMSRB prior to implementation how they intend to measure the impact of the implemented program. The results of those metrics must be provided to the EMSRB by September 30, 2023.

EMS Sustainability Pilot Grant Exhibit C: Memo Regarding Payment Method**Advance Payment Approval Justification:**

Per Office of Grants Management (OGM) Policy 08-08, it is up to each State Agency to specify the method and schedule of payments for each grant contract agreement or grant award notification (GAN). While reimbursement is the State's (and EMSRB's) preferred method for making grant payments, advance payments on grants are allowed in certain situations. The 2022-2023 EMS Sustainability Pilot Program is a unique opportunity for both the EMSRB and the eight Regional EMS systems to build on the goals explicitly stated in the table above and, more importantly, to rebuild relationships and mutual trust that has eroded over the years.

The EMSRB historically and currently utilizes the reimbursement method for grant payment. That is an appropriate method for the larger legislatively named funds that are tied to the 144E statutes. This pilot project is discretionary funds that the EMSRB is granting to the agencies for a broad use to achieve recruitment and retention goals. The funds are not tied to the EMS statutes. The EMSRB is confident that the grantees will be able to account for the grant funds and abide by the grant contract agreement or GAN based on past performance and unique symbiotic relationship between the State and the eight Regions.

Additionally, the advance payment method makes sense for these grant funds, as they must be spent before 6/30/2022 and we are already into the 2nd quarter at the time of this project development. The compressed project time frame coupled with the fact that the eight Regional EMS systems are small organizations who may need the flexibility of advanced cash flow to complete the before the end of the project period is another factor in our selecting this method of payment.

Per 08-08 I am submitting this written justification. I will add language to the grant contract agreement and/or GAN that details the nature of these advance payments and our requirements for accountability on the grantee's part. The EMSRB will require that the EMS regions should maintain detailed documentation and follow accepted accounting procedures. All grants awarded under this program will have a desk audit performed under the procedures established in OGM Policy 08-10 to ensure that all expenditures are allowable under the grant contract agreement and/or GAN.

Attachment:

OGM Policy Number 08-08: Policy on Grant Payments



Minnesota Department of Administration Office of Grants Management

Operating Policy and Procedure

Issue Date: 3/24/09

Revised: 08/31/11, 10/11/13, 6/30/20, 4/12/21

Policy Number: 08-08

Policy on Grant Payments

Statutory References

[Minn. Stat. §16B.97](#)

[Minn. Stat. §16B.98](#)

Policy

Minn. Stat. §16B.97 Subd. 4(a)(1) provides that the Commissioner of Administration shall “create general grants management policies and procedures that are applicable to all executive agencies.”

State agencies shall specify the method and schedule of payments for each grant in the grant contract agreement or grant award notification. Grant payments may not be issued until the funds are encumbered and the grant contract agreement is fully executed or the grant award notification is completed.

Reimbursement is the preferred method for making grant payments. Grantee requests for reimbursement must correspond to the line items in the approved grant budget (i.e. personnel costs, indirect costs, equipment costs). The State’s authorized representative or their successor, named in the grant contract agreement or notice of grant award, shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports, unless the state agency has given the grantee a written extension.

Although they are not preferred, advance payments on grants may be allowed in certain situations. Before making an advance grant payment, agencies must be confident that the grantee will be able to account for the grant funds and abide by the terms of the grant contract agreement or notice of grant award based on their past performance as a grantee of that agency and the evaluation of grantee’s recent financial statements as required by OGM Policies 08-06 and 08-13.

In order to make advance payments, agencies must prepare a written justification or include a justification in the grant contract agreement or notice of grant award that details the specific need to utilize advance payments. The written justification must be approved prior to encumbrance by the appropriate contact within the agency’s financial management area. Each state agency must determine who the appropriate approver(s) is in their financial management area. A copy of the signed justification must be maintained in the grant file.

Advance payments on grants shall be negotiated between the state agency and grantee on a case by case basis. The terms of advance grant payments and settlements must be reflected in the grant contract agreement or notice of grant award. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

Scope of Coverage

This policy applies to grant-making at all executive branch agencies, boards, committees, councils, authorities, and task forces that make grants. This policy applies to competitive, legislatively-named, formula and single and sole source grants, but does not apply to bonding and capital grants.

Grants in which the payment terms are statutorily defined are not covered by this policy. *State agencies can choose to apply the existing encumbrance exception for formula grant payments authorized by statute or session law to units of local government as referenced in Policy 21-01*

This policy supersedes other state agency policies that concern grant payments except when the existing state agency policy is stricter. This policy does not supersede any applicable state or federal law, rule, or regulation which specifies a grant payment schedule.

Grant programs that seek an exception to this policy must complete a Grants Policy Exception Request and submit it to the Office of Grants Management for the approval of the Commissioner of Administration.

Definitions

Advance Payment:

An advance payment is a type of grant payment in which the grantor pays the grantee for costs associated with a grant before the grantee has incurred the expense.

Grant Contract Agreement:

A grant contract agreement is a written instrument or electronic document defining a legal relationship between a granting agency and a grantee when the principal purpose of the relationship is to transfer cash or something of value to the recipient to support a public purpose authorized by law.

Grant Award Notification:

For the purposes of this policy, this refers to the state agency's official notice of a grant award that takes place after the corresponding grant application process has been completed. The grant award notification is issued as a result of the following:

- Grant application materials include the standard grant contract language and assurances.
- Applicants accept the terms and conditions of the grant funds based on their signature and submission of application materials.
- State agency completes the grant application review process.

The grant award notification incorporates the approved application materials, including the assurances accepted by the grant applicant, and officially notifies grantees that they may begin work on the grant. Signature steps are conducted in an order that results in an expedited process with a legally binding agreement.

Definitions continued:**Cost Reimbursement Payment:**

A cost reimbursement payment is a type of grant payment in which the grantee incurs the expenses before requesting repayment from the grantor.

Grant Budget:

A grant budget is a plan for all income and expenses for the grant project and is based on the grant work plan. Grant budgets typically include line items for salaries and benefits, contracted services, training, travel and transportation, equipment, office expenses, and program expenses.

Procedures

1. State agencies specify grant payment terms in the grant contract agreement or grant award notice.
2. The grant contract agreement or grant award notice has all necessary signatures and is fully executed.
3. Once the grant contract agreement is fully executed or the grant award notice is completed, grant payments may be made.
4. Grantees submit requests for reimbursement that are reviewed by state agency staff. If all requirements have been met, the reimbursement payment is approved and made.

If an agency determines that advance payments are necessary, a justification form is maintained in the grant file or the justification is detailed in the grant contract agreement or grant award notice. The justification must be approved by the appropriate contact within the agency's financial management area, as determined by the granting agency.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 11A. Approval of 2023 SECB Appointments
Presenter: Rohret

RECOMMENDATION

Staff recommend the Board appoint the following people be appointed to the Statewide Emergency Communications Board (SECB) and its committees representing the MESB in 2023:

SECB

Primary: Commissioner Trista Matascastillo
Alternate: Jill Rohret

SECB Finance

Primary:
Alternate: Tracey Fredrick

SECB Legislative

Primary: Commissioner Trista Matascastillo
Alternate: Commissioner Joe Atkins

SECB Steering

Primary:
Alternate: Jill Rohret

SECB NG9-1-1

Primary: Janelle Harris (Edina)
Alternate: Brent Anderson (Dakota Co.)

SECB Land Mobile Radio

Primary: Nate Timm (Washington Co.)
Alternate: Nick Schatz (Scott Co.)

SECB Grants Workgroup

Primary: Tracey Fredrick
Alternate: Jill Rohret

SECB Interoperability

Primary: Jake Thompson (Chisago Co.)
Alternate: Nate Timm (Washington Co.)

SECB Wireless Broadband & Applications

Primary: Rod Olson (Minneapolis)
Alternate: Jake Thompson (Chisago Co.)

SECB IPAWS

Primary: Kari Morrissey (Anoka Co.)
Alternate: Scott Haas (Scott Co.)

SECB COMU Workgroup

Primary: Dan Anderson (Hennepin Co.)
Alternate: Nate Timm (Washington Co.)

SECB STR Workgroup

Primary: Nick Schatz (Scott Co.)
Alternate: Mike Parker (Hennepin Co.)

BACKGROUND

The Metropolitan Emergency Services Board, per Minnesota Statute Chapter 403, has a seat on the SECB, and has maintained seats on all SECB committees since the SECB's inception. The MESB makes its annual appointments to the SECB and its committees each January.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 11A. Approval of 2023 SECB Appointments
Presenter: Rohret

Statute states the MESB representative to the SECB is the Chair, though some Chairs have chosen to delegate that assignment.

The SECB governs the ARMER system, Next Generation 9-1-1 (NG9-1-1) and interoperable data (FirstNet).

ISSUES & CONCERNS

Staff discussed the appointments listed in the recommendation with those that served in 2021 and who remain on the board in 2022. The appointees who served in 2021 and are willing to serve again are included in the recommendation above. If others wish to serve as representative or alternate the Board can discuss and make determinations during the meeting. The intent in asking the 2021 representatives was to have suggestions as a starting point for discussion.

The SECB Finance and Legislative Committees meet via conference call; the SECB Steering Committee and the SECB itself meet in person, with conference call options.

The meeting days are as follows:

SECB Finance: second Thursday at 9:00 a.m. via telephone or WebEx.
SECB Legislative: first Thursday at 10:00 a.m. via telephone or WebEx.
SECB Steering: second Wednesday at 1:00 p.m. in odd numbered months, in-person at MESB or via telephone or WebEx.
SECB: fourth Thursday at 12:30 p.m.; in-person meeting at Department of Corrections, 1450 Energy Park Drive, St. Paul or via telephone or WebEx.

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 11B. Approval of Amendments to MESB
Policy 004 – Per Diem Procedures
Presenter: Rohret

RECOMMENDATION

The Executive Director recommends approval of amendments to MESB Policy 004 – Per Diem Procedures.

BACKGROUND

At the January 13, 1996 Board meeting, the Board approved Policy 004 – Meeting Record and Retention, which adopted per diem procedures for board members.

ISSUES & CONCERNS

The Executive Committee discussed the Board's Per Diem policy, due to some confusion with how the per diem policy is applied. Each member county has its own policy for whether board members should receive per diem payments from boards on which they may serve. MESB staff has observed differences with board members from the same county regarding per diem payments. Staff has the same concerns related to mileage payments.

Staff would like to discuss whether the MESB policy could be applied not only across member organizations, but also consistently between board members from the same organization.

A few options could be considered, including making annual payments directly to the county for per diem and to the board member for mileage.

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

Metropolitan Emergency Services Board

Subject: Per Diem Procedures

Number: 004

Effective Date: 01-13-1996

Revision Date: ~~09-09-2015~~ 1-11-2023

This policy is to standardize the Board per diem to ensure that payments to Board members are processed in accordance with Board members' requests in a consistent manner across counties.

Annually at the Board's January meeting, members will sign a form to confirm whether per diem and/or mileage will be accepted and to whom the payment(s) shall be made. The form will allow for changes to be made as needed.

The signature forms (~~example below; example will be removed~~) are circulated at each Executive Committee and Board meeting. A signature on the form will indicate that the Board member was in attendance and authorizes the per diem and/or mileage payment. This signature sheet will serve as notification to issue the per diem and mileage payment and as documentation for the auditor.

Per diem payments shall be made annually, in December, to all Board members or counties. Mileage payments shall be made annually, in December to board members who accept mileage reimbursement.

Per diem payments will not be applicable for standing committees of the Board; however, mileage will be paid for any Board member appointed to a standing committee. To minimize costs, standing committees are encouraged to make every attempt to meet in conjunction with other meetings.

Metropolitan Emergency Services Board

Subject: Per Diem Procedures

Number: 004

Effective Date: 01-13-1996

Revision Date: ~~09-09-2015~~ 1-11-2023

METROPOLITAN EMERGENCY SERVICES BOARD MEMBERS Per Diem Payment Register

Meeting Date: _____

I certify that the claim amount herein is accurate and that no part of it has been paid.

Name	Address	Signature	Amount
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage

METROPOLITAN EMERGENCY SERVICES BOARD Executive Committee Members Per Diem Payment Register

Meeting Date: _____

I certify that the claim amount herein is accurate and that no part of it has been paid.

Name	Address	Signature	Amount
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage
Commissioner			\$50.00 + mileage



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: January 11, 2023
Agenda Item: 11C. Discussion: MESB Legislative Proposal for 2023 Session
Presenter: Rohret

RECOMMENDATION

None – this is a discussion item.

BACKGROUND

At its October 2022 meeting, the MESB Executive Committee discussed introducing a legislative proposal during the 2023 legislative session.

Staff presented the Board with a preliminary proposal at its November 2022 meeting.

ISSUES & CONCERNS

Staff continue to refine what was presented to the Board at its November 2022 meeting. Those revisions continue and will be provided to the Executive Committee at its December meeting.

FINANCIAL IMPACT

Depending upon what action the legislature may take, the MESB may receive funding for some projects.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

Committee Information

2023-2024 Minnesota House of Representatives
 Updated 1/2/23

Agriculture Finance and Policy

545 State Office Building296-3709
Meets: Tuesday and Thursday, 1:00 p.m.
 in 120 Capitol

Members: 13

Chair: Vang-DFL

Vice Chair: Pursell-DFL

Republican Lead: Anderson, Paul-R

Burkel-R	Nelson, N.-R
Cha-DFL	Rehm-DFL
Frederick-DFL	Sencer-Mura-DFL
Hansen-DFL	Tabke-DFL
Harder-R	ex-officio
Jacob-R	Olson, L.-DFL**

Staff

Committee Administrator

Amanda Rudolph296-1237

Committee Legislative Assistant

Matthew Sauser.....296-5492

Capital Investment

485 State Office Building296-4262
Meets: Monday and Wednesday, 1:00 p.m.
 in 120 Capitol

Members: 17

Chair: Lee, F-DFL

Vice Chair: Reyer-DFL

Republican Lead: Urdahl-R

Carroll-DFL	Lillie-DFL
Fogelman-R	Myers-R
Franson-R	Pelowski-DFL
Grossell-R	Skraba-R
Hansen-DFL	West-R
Hussein-DFL	Wolgamott-DFL
Kozlowski-DFL	Xiong-DFL

Staff

Committee Administrator

Jenny Nash.....296-4122

Committee Legislative Assistant

Jared Zeigler296-4307

Children and

Families Finance and Policy

503 State Office Building296-4199
Meets: Tuesday and Thursday, 8:30 a.m.
 in Room 200*

Members: 15

Chair: Pinto-DFL

Vice Chair: Keeler-DFL

Republican Lead: Daniels-R

Bliss-R	Kotzya-Witthuhn-DFL
Coulter-DFL	Lee, L.-DFL
Davis-R	Nelson, N.-R
Hanson-DFL	Pérez-Vega-DFL
Hemmingsen-Jaeger-DFL	Zelevnikar-R
Hicks-DFL	ex-officio
Hudson-R	Olson, L.-DFL**

Staff

Committee Administrator

Colie Colburn296-8873

Committee Legislative Assistant

Zehra Khan296-8803

Climate and

Energy Finance and Policy

593 State Office Building296-9934
Meets: Tuesday and Wednesday 3:00 p.m.
 in Room 200*

Members: 17

Chair: Acomb-DFL

Vice Chair: Kraft-DFL

Republican Lead: Swedzinski-R

Altendorf-R	Igo-R
Bierman-DFL	Mekeland-R
Carroll-DFL	Newton-DFL
Davis-R	O'Neill-R
Garofalo-R	Rehm-DFL
Hemmingsen-Jaeger-DFL	Stephenson-DFL
Hollins-DFL	ex-officio
Hornstein-DFL	Olson, L.-DFL**

Staff

Committee Administrator

Mike Molzahn296-1774

Committee Legislative Assistant

Chelsea Ray296-3806

Commerce Finance and Policy

449 State Office Building296-5513
Meets: Monday and Wednesday, 1:00 p.m.
 in Room 10*

Members: 17

Chair: Stephenson-DFL

Vice Chair: Kotzya-Witthuhn-DFL

Republican Lead: O'Driscoll-R

Bierman-DFL	Liebling-DFL
Cha-DFL	Neu Brindley-R
Daudt-R	Niska-R
Dotseth-R	Perryman-R
Freiberg-DFL	Pfarr-R
Klevorn-DFL	Tabke-DFL
Koegel-DFL	ex-officio
Kraft-DFL	Olson, L.-DFL**

Staff

Committee Administrator

Simon Brown296-7427

Committee Legislative Assistant

Jack Dockendorf296-9552

Economic Development Finance and Policy

597 State Office Building296-0294
Meets: Wednesday, 10:30 a.m. in Room 10*

Members: 13

Chair: Hassan-DFL

Vice Chair: Hanson-DFL

Republican Lead: Koznick-R

Feist-DFL	Schomacker-R
Igo-R	Smith-DFL
Kotzya-Witthuhn-DFL	Wiener-R
Kozlowski-DFL	Xiong-DFL
Perryman-R	ex-officio
Richardson-DFL	Olson, L.-DFL**

Staff

Committee Administrator

Travis Reese296-7175

Committee Legislative Assistant

Elijah Henderson296-1761

Education Finance

443 State Office Building296-9889
Meets: Tuesday, Wednesday and Thursday,
10:30 a.m. in 120 Capitol

Members: 19

Chair: Youakim-DFL

Vice Chair: Clardy-DFL

Republican Lead: Kresha-R

Altendorf-R	Knudsen-R
Anderson, Patti-R	Pérez-Vega-DFL
Bakeberg-R	Pryor-DFL
Bennett-R	Pursell-DFL
Edelson-DFL	Rehm-DFL
Greenman-DFL	Sencer-Mura-DFL
Hill-DFL	West-R
Hudella-R	ex-officio
Jordan-DFL	Olson, L.-DFL**

Staff

Committee Administrator

Polly Cerkvenik.....296-5524

Committee Legislative Assistant

Shamat Abraha.....296-7189

Education Policy

571 State Office Building296-3964
Meets: Tuesday and Wednesday, 3:00 p.m.
in 120 Capitol

Members: 13

Chair: Pryor-DFL

Vice Chair: Hill-DFL

Republican Lead: Bennett-R

Bakeberg-R	Knudsen-R
Berg-DFL	Lee, L.-DFL
Feist-DFL	Mueller-R
Frazier-DFL	Urdahl-R
Keeler-DFL	Youakim-DFL

Staff

Committee Administrator

Wilson Lee.....296-5517

Committee Legislative Assistant

Isabel Anderson296-5999

Elections Finance and Policy

381 State Office Building296-4176
Meets: Wednesday, 8:30 a.m. in Room 200*

Members: 13

Chair: Freiberg-DFL

Vice Chair: Greenman-DFL

Republican Lead: Torkelson-R

Agbaje-DFL	Frederick-DFL
Altendorf-R	O'Driscoll-R
Bahner-DFL	Pursell-DFL
Bliss-R	Stephenson-DFL
Coulter-DFL	ex-officio
Davis-R	Olson, L.-DFL**

Staff

Committee Administrator

Simon Brown296-7427

Committee Legislative Assistant

Mike Hermanson.....296-2585

Environment and Natural Resources Finance and Policy

407 State Office Building296-6828
Meets: Tuesday and Wednesday, 3:00 p.m.
in Room 10*

Members: 16

Chair: Hansen-DFL

Vice Chair: Jordan-DFL

Republican Lead: Heintzeman-R

Brand-DFL	Lislegard-DFL
Burkel-R	Pursell-DFL
Edelson-DFL	Schultz-R
Finke-DFL	Skraba-R
Fischer-DFL	Vang-DFL
Gillman-R	ex-officio
Jacob-R	Olson, L.-DFL**
Lee, F.-DFL	

Staff

Committee Administrator

Peter Strohmeier296-5069

Committee Legislative Assistant

Sam O'Neill296-3305

Ethics

509 State Office Building296-0141
Meets: Call of the Chair in
Basement Hearing Room*

Members: 6

Chair: Moller-DFL

Republican Lead: Torkelson-R

Dauids-R	Klevorn-DFL
----------	-------------

alternate: Bierman-DFL

alternate: Kiel-R

Staff

Committee Administrator

Peter Strohmeier296-5069

Committee Legislative Assistant

Jack Dockendorf296-9552

Health Finance and Policy

477 State Office Building296-0573
Meets: Tuesday and Thursday, 10:30 a.m. in
Room 5*

Members: 19

Chair: Liebling-DFL

Vice Chair: Bierman-DFL

Republican Lead: Schomacker-R

Acomb-DFL	Murphy-R
Backer-R	Nadeau-R
Bahner-DFL	Neu Brindley-R
Carroll-DFL	Perryman-R
Elkins-DFL	Quam-R
Fischer-DFL	Reyer-DFL
Hemmingsen-Jaeger-DFL	Smith-DFL
Her-DFL	ex-officio
Kiel-R	Olson, L.-DFL**

Staff

Committee Administrator

Josh Sande.....296-4374

Committee Legislative Assistant

Krysta Niedernhofer296-7173

Higher Education Finance and Policy

491 State Office Building296-8637
Meets: Tuesday and Thursday, 10:30 a.m.
in Room 10*

Members: 13

Chair: Pelowski-DFL

Vice Chair: Wolgamott-DFL

Republican Lead: O'Neill-R

Coulter-DFL	Noor-DFL
Davids-R	Robbins-R
Hanson-DFL	Scott-R
Hicks-DFL	Vang-DFL
Klevorn-DFL	ex-officio
McDonald-R	Olson, L.-DFL**

Staff

Committee Administrator

Owen Wirth296-6970

Committee Legislative Assistant

Alayna Smieja296-1915

Housing Finance and Policy

473 State Office Building296-7158
Meets: Tuesday and Wednesday, 3:00 p.m.
in Room 5*

Members: 13

Chair: Howard-DFL

Vice Chair: Agbaje-DFL

Republican Lead: Johnson-R

Cha-DFL	Nash-R
Dotseth-R	Norris-DFL
Hassan-DFL	Pérez-Vega-DFL
Hussein-DFL	Petersburg-R
Kozlowski-DFL	ex-officio
Myers-R	Olson, L.-DFL**

Staff

Committee Administrator

Adam Kopel296-5071

Committee Legislative Assistant

Abdullahi Abdullahi.....296-5355

Human Services Finance

379 State Office Building296-4257
Meets: Tuesday and Thursday, 1:00 p.m.
in Room 200*

Members: 15

Chair: Noor-DFL

Vice Chair: Bahner-DFL

Republican Lead: Neu Brindley-R

Baker-R	Kotzya-Witthuhn-DFL
Clardy-DFL	Pryor-DFL
Fischer-DFL	Quam-R
Franson-R	Reyer-DFL
Gillman-R	Zelevnikar-R
Hicks-DFL	ex-officio
Keeler-DFL	Olson, L.-DFL**

Staff

Committee Administrator

Sean Herring296-6586

Committee Legislative Assistant

Sebastian Gonzalez-Navarro.....296-6754

Human Services Policy

551 State Office Building296-5363
Meets: Monday and Wednesday, 1:00 p.m.
in Room 200*

Members: 13

Chair: Fischer-DFL

Vice Chair: Frederick-DFL

Republican Lead: Kiel-R

Backer-R	Finke-DFL
Baker-R	Hanson-DFL
Curran-DFL	Hicks-DFL
Edelson-DFL	Noor-DFL
Engen-R	Novotny-R

Staff

Committee Administrator

Nick Stumo-Langer296-1921

Committee Legislative Assistant

Jared Margolis297-5002

Judiciary Finance and Civil Law

559 State Office Building296-7153
Meets: Tuesday and Thursday, 8:30 a.m.
in Room 5*

Members: 13

Chair: Becker-Finn-DFL

Vice Chair: Frazier-DFL

Republican Lead: Scott-R

Carroll-DFL	Johnson-R
Curran-DFL	Moller-DFL
Feist-DFL	Niska-R
Finke-DFL	Wiens-R
Frederick-DFL	ex-officio
Grossell-R	Olson, L.-DFL**

Staff

Committee Administrator

Anna Borgerding297-8035

Committee Legislative Assistant

Ella Schultz296-3918

Labor and Industry Finance and Policy

563 State Office Building296-3751
Meets: Tuesday and Thursday, 1:00 p.m.
in Room 10*

Members: 13

Chair: Nelson, M.-DFL

Vice Chair: Berg-DFL

Republican Lead: McDonald-R

Daniels-R	Mekeland-R
Greenman-DFL	Myers-R
Hill-DFL	Schultz-R
Hussein-DFL	Wolgamott-DFL
Jordan-DFL	ex-officio
Kozlowski-DFL	Olson, L.-DFL**

Staff

Committee Administrator

Travis Reese296-7175

Committee Legislative Assistant

Matt Baumann296-9676

Legacy Finance

365 State Office Building296-1188

Meets: Wednesday, 10:30 a.m. in Room 200*

Members: 11

Chair: Lillie-DFL

Vice Chair: Hussein-DFL

Republican Lead: Backer-R

Cha-DFL	Pfarr-R
Finke-DFL	Skraba-R
Heintzman-R	Vang-DFL
Her-DFL	ex-officio
Lee, F.-DFL	Olson, L.-DFL**

Staff

Committee Administrator

Mike Molzahn296-1774

Committee Legislative Assistant

Sam O'Neill296-3305

Public Safety Finance and Policy

509 State Office Building296-0141

Meets: Tuesday and Thursday, 10:30 a.m. in Room 200*

Members: 15

Chair: Moller-DFL

Vice Chair: Feist-DFL

Republican Lead: Novotny-R

Becker-Finn-DFL	Huot-DFL
Curran-DFL	Mueller-R
Engen-R	Pinto-DFL
Frazier-DFL	Tabke-DFL
Grossell-R	Witte-R
Hollins-DFL	ex-officio
Hudson-R	Olson, L.-DFL**

Staff

Committee Administrator

Ellen McDaniel296-1478

Committee Legislative Assistant

Jack Dockendorf296-9552

Rules and Legislative

Administration

459 State Office Building296-5375

Meets: Call of the Chair in Room 5*

Members: 16

Chair: Long-DFL

Vice Chair: Hollins-DFL

Republican Lead: Demuth-R

Engen-R	Olson, L.-DFL
Howard-DFL	O'Neill-R
Huot-DFL	Pelowski-DFL
Jordan-DFL	Robbins-R
Lillie-DFL	Torkelson-R
Moller-DFL	Wolgamott-DFL
Nash-R	

Staff

Committee Administrator

Jeanne Stuart296-3909

Committee Legislative Assistant

Isabel Rolfes296-1926

State and Local Government Finance and Policy

581 State Office Building296-5511

Meets: Tuesday and Thursday, 8:30 a.m. in Room 10*

Members: 13

Chair: Klevorn-DFL

Vice Chair: Huot-DFL

Republican Lead: Nash-R

Bahner-DFL	Joy-R
Berg-DFL	Koznick-R
Freiberg-DFL	Nadeau-R
Hansen-DFL	Newton-DFL
Harder-R	ex-officio
Her-DFL	Olson, L.-DFL**

Staff

Committee Administrator

Amanda Rudolph296-1237

Committee Legislative Assistant

Eric Petersen296-3869

Sustainable Infrastructure Policy

445 State Office Building296-5369

Meets: Wednesday, 8:30 a.m. in Room 10*

Members: 13

Chair: Koegel-DFL

Vice Chair: Curran-DFL

Republican Lead: Franson-R

Acomb-DFL	Igo-R
Anderson, Paul-R	Kraft-DFL
Clardy-DFL	Rehm-DFL
Gillman-R	Schultz-R
Hornstein-DFL	Smith-DFL

Staff

Committee Administrator

Anna Borgerding297-8035

Committee Legislative Assistant

Dan Dodge296-5807

Taxes

453 State Office Building296-7152

Meets: Tuesday, Wednesday and Thursday, 1:00 p.m. in Room 5*

Members: 21

Chair: Gomez-DFL

Vice Chair: Norris-DFL

Republican Lead: Davids-R

Agbaje-DFL	Olson, B.-R
Anderson, Patti-R	Olson, L.-DFL
Brand-DFL	Pinto-DFL
Elkins-DFL	Robbins-R
Howard-DFL	Smith-DFL
Joy-R	Swedzinski-R
Koznick-R	Wiener-R
Lee, L.-DFL	Witte-R
Lislegard-DFL	Youakim-DFL

Staff

Committee Administrator

Patrick McQuillan296-4938

Committee Legislative Assistant

Robin Schmidt296-8197

Property Tax Division

451 State Office Building296-0170

Meets: Wednesday, 10:30 a.m. in Room 5*

Members: 13

Chair: Lislegard-DFL

Vice Chair: Lee, L.-DFL

Republican Lead: Quam-R

Anderson, Paul-R	Gomez-DFL
Burkel-R	Hollins-DFL
Coulter-DFL	Huot-DFL
Elkins-DFL	Nelson, M.-DFL
Garofalo-R	O'Driscoll-R

Staff

Committee Administrator

Patrick McQuillan296-4938

Committee Legislative Assistant

Kevin Petrie296-9467

Transportation Finance and Policy

545 State Office Building296-9281

Meets: Tuesday and Thursday, 8:30 a.m.
in 120 Capitol

Members: 15

Chair: Hornstein-DFL

Vice Chair: Tabke-DFL

Republican Lead: Petersburg-R

Brand-DFL	Nelson, M.-DFL
Elkins-DFL	Norris-DFL
Fogelman-R	Olson, B.-R
Hudella-R	Sencer-Mura-DFL
Koegel-DFL	West-R
Kraft-DFL	ex-officio
Murphy-R	Olson, L.-DFL**

Staff

Committee Administrator

Enid Swaggert296-3208

Committee Legislative Assistant

Kevin Petrie296-9467

Veterans and Military Affairs Finance and Policy

367 State Office Building296-1729

Meets: Monday, 1:00 p.m. in Room 5*

Members: 12

Chair: Newton-DFL

Vice Chair: Elkins-DFL

Republican Lead: Bliss-R

Bennett-R	Norris-DFL
Clardy-DFL	Olson, B.-R
Coulter-DFL	Wiens-R
Greenman-DFL	ex-officio
Hudella-R	Olson, L.-DFL**
Lislegard-DFL	

Staff

Committee Administrator

Adam Kopel296-5071

Committee Legislative Assistant

Robin Schmidt296-8197

Ways and Means

479 State Office Building296-4246

Meets: Monday, 10:30 a.m. in Room 200*

Members: 28

Chair: Olson, L.-DFL

Vice Chair: Edelson-DFL

Republican Lead: Garofalo-R

Acomb-DFL	Moller-DFL
Agbaje-DFL	Nash-R
Becker-Finn-DFL	Noor-DFL
Freiberg-DFL	Novotny-R
Gomez-DFL	O'Neill-R
Hassan-DFL	Pelowski-DFL
Heintzeman-R	Petersburg-R
Hornstein-DFL	Pfarr-R
Howard-DFL	Pinto-DFL
Klevorn-DFL	Schomacker-R
Kresha-R	Scott-R
Liebling-DFL	Youakim-DFL
Lillie-DFL	

Staff

Committee Administrator

Owen Wirth296-6970

Committee Legislative Assistant

Leah Killian296-5507

Workforce Development Finance and Policy

557 State Office Building296-4201

Meets: Wednesday, 8:30 a.m. in Room 5*

Members: 13

Chair: Xiong-DFL

Vice Chair: Brand-DFL

Republican Lead: Baker-R

Becker-Finn-DFL	Reyer-DFL
Frazier-DFL	Sencer-Mura-DFL
Harder-R	Wiens-R
Hassan-DFL	Zelevnikar-R
Hemmingsen-Jaeger-DFL	ex-officio
Nelson, N.-R	Olson, L.-DFL**

Staff

Committee Administrator

Travis Reese296-7175

Committee Legislative Assistant

Bonnsy Vue296-7881

Senate Judiciary and Public Safety Committee
January 4, 2023

Committee Leadership
Chair: Ron Latz, 46, DFL

Vice Chair: Clare Oumou Verbeten, 66, DFL

Ranking Minority Member: Warren Limmer, 37, R

Members:
Jim Carlson, 52, DFL
Jeff Howe, 13, R
Michael Kreun, 32, R
Sandra Pappas, 65, DFL
Judy Seeberger, 41, DFL
Bonnie Westlin, 42, DFL