



METROPOLITAN EMERGENCY SERVICES BOARD EXECUTIVE COMMITTEE MEETING AGENDA

February 13, 2019, 10:00 a.m.

1. **Call to Order** – Board Chair, Commissioner Fran Miron
2. **Approval of Agenda** – Commissioner Miron (**page 1**)
3. **Approval of December 12, 2018 Executive Committee Minutes (page 3)**
4. **Oath of Office (if needed)** – Commissioner Miron
5. **Radio Items** – Tracey Fredrick, Radio Services Coordinator
 - A. Approval of ARMER Lease with Metropolitan Airports Commission (**page 9**)
 - B. Approval of ARMER Lease Amendment with City of St. Paul Park (**page 35**)
 - C. Approval of ARMER Lease Amendment with Mobile Radio Engineering (**page 39**)
 - D. Approval of Amendment to Hennepin County ARMER Participation Plan (**page 43**)
6. **9-1-1 Items** – Pete Eggimann, Director of 9-1-1 Services
 - A. Approval of NG9-1-1 Transition 2019 – 2020 Strategic Plan (**page 45**)
7. **EMS Items** – Ron Robinson, EMS Coordinator – None
8. **Administrative Items** – Jill Rohret, Executive Director
 - A. Approval of Amendments to MESB Bylaws (**page 53**)
 - B. Approval of Amendments to MESB Policy 030 – Purchasing (**page 61**)
 - C. Approval of Executive Director Travel Request – APCO/MTUG 2019 (**page 65**)
9. **Old Business** – None
10. **New Business**
 - A. Executive Director Performance Review Process and Draft MESB Policy 032 – Executive Director Performance Review – Rohret/Jay Arneson/Ray Kennedy (**page 67**)
 - B. Discussion of Dakota County Merit Compensation Plan – Ray Kennedy (**page 71**)
11. **Adjourn**



METROPOLITAN EMERGENCY SERVICES BOARD EXECUTIVE COMMITTEE MEETING AGENDA

February 13, 2019, 10:00 a.m.

Metropolitan Emergency Services Board Members

Anoka County

Commissioner Julie Braastad
Commissioner Rhonda Sivarajah*

Carver County

Commissioner Gayle Degler
Commissioner Jim Ische*

Chisago County

Commissioner George McMahon*

City of Minneapolis

Council Member Andrew Johnson*

Dakota County

Commissioner Tom Egan* (2019 Secretary)
Commissioner Mary Liz Holberg

Hennepin County

Commissioner Irene Fernando* (2019 Treasurer)
Commissioner Jeff Johnson

Isanti County

Commissioner Greg Anderson*

Ramsey County

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

Scott County

Commissioner Dave Beer
Commissioner Tom Wolf*

Sherburne County

Commissioner Felix Schmiesing*

Washington County

Commissioner Wayne Johnson
Commissioner Fran Miron* (2019 Chair)

*Denotes Executive Committee member

METROPOLITAN EMERGENCY SERVICES BOARD

EXECUTIVE COMMITTEE MEETING MINUTES DECEMBER 12, 2018

Commissioners Present:

Greg Anderson, Isanti County
Tom Egan, Dakota County
Debbie Goettel, Hennepin County
Blake Huffman, Ramsey County-absent
Jim Ische, Carver County

Andrew Johnson, City of Minneapolis
George McMahon, Chisago County
Fran Miron, Washington County
Rhonda Sivarajah, Anoka County
Tom Wolf, Scott County

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

Others Present: Jay Arneson, MESB Board Counsel; Commissioner Felix Schmiesing, Sherburne County; Sheriff Joel Brott, Sherburne County; and Kyle Breffle, Sherburne County.

1. Call to Order

The meeting was called to order at 10:01 a.m. by MESB Chair, Council Member Andrew Johnson.

2. Approval of December 12, 2018 Agenda

Staff requested the addition of one agenda item, 5E, Update on Metro Mobility's ARMER Usage. *Motion by Commissioner Sivarajah, seconded by Commissioner Anderson to approve the December 12, 2018 Executive Committee agenda, as amended. Motion carried.*

3. Introduction of Sherburne County Commissioner Felix Schmiesing and Sherburne County Sheriff Joel Brott

4. Approval of October 10 Executive Committee Minutes

Motion by Commissioner Wolf, seconded by Commissioner Egan to accept the October 10, 2018 Executive Committee minutes. Motion carried.

5. Radio Items

Jill Rohret introduced Tracey Fredrick as the new MESB Radio Services Coordinator.

A. Approval of Amendments to Anoka County's Participation Plan

Rohret said Anoka County is requesting approval to amend its ARMER participation plan to add one new MCC7500 console to its PSAP. The Radio TOC recommends approval.

Motion made by Commissioner Sivarajah, seconded by Commissioner McMahon to approve amendments to Anoka County's ARMER participation plan. Motion carried.

B. Approval of Change to the Metro Interoperability System

Rohret said the metro VHF interoperability system has transmitters and receivers for a few VHF channels at various sites throughout the region. All metro region public safety agencies operate on the ARMER system. The VHF interoperability system has remained to offer interoperability VHF users, such as Wisconsin EMS agencies transporting patients to Twin Cities hospitals.

MnDOT would like to make some configuration changes to the system. One of the locations of the VHF interoperability channels is located in Bayport, at the Xcel King Stack site. The lease for this site is \$71,100 per year and is one of the most expensive leases. The lease is set to expire on June 30, 2019.

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MnDOT and Washington County have reached an agreement with St. Croix County, WI that will allow them to move the ARMER system equipment from King Stack to a new tower St. Croix County is building in Houlton, WI. The tower will be complete in Spring 2019, and ARMER equipment will be moved to it prior to June 30, 2019, which negates the need to renew the King Stack lease. Additionally, Washington County has agreed to take over the interoperability equipment for the VHF channels of VCALL10, VLAW31, and VFIRE23. There is one remaining VHF interoperability frequency, VMED28, which would need to be moved to a new tower site. MnDOT has suggested the tower at its Oakdale facility. The Radio TOC recommends approval of the configuration change to the metro VHF interoperability system, including moving VMED28 to the tower at MnDOT's Oakdale facility.

Commissioner Egan asked if the savings would be \$71,100, or would the new site need to be factored in. Rohret said the Houlton site is a no cost lease.

Commissioner Sivarajah asked about the difference in the coverage foot print for VMED28. Rohret said there would be a slight reduction in the coverage footprint because the tower is not quite as high and a bit further inland. EMS representatives at the Radio TOC stated that the move will create an obstacle for the Wisconsin EMS agencies, as they will learn the new coverage. Additionally, they use cell phones as back-up communication.

Commissioner Miron asked about the expected costs be for the transfer. Rohret said it is possible there would be some cost for MnDOT to move the equipment.

Motion made by Commissioner Miron, seconded by Commissioner McMahon to approve the configuration change to the metro interoperability system. Motion carried.

C. Approval of St. Paul Park Refinery Fire Request

Rohret said St. Paul Park Refinery has a fire department which responds to hazmat and disaster incidents outside of the refinery. They have specialized equipment that is of value to local first responders when experiencing environmental issues.

St. Paul Refinery is a part of two participation plans, the Wakota CAER plan, which is an association of local governments and industries in Washington and Dakota Counties that works on environmental issues. In 2015, Washington County added St. Paul Refinery as a Washington County user, and the Refinery received more radios. Because of ARMER standards, the Refinery Fire Department, as a private entity, does not have its own talkgroup. The Refinery Fire Department is requesting its own talkgroup to be used for coordination when it leaves the refinery grounds for mutual aid requests.

Motion made by Commissioner Ische, seconded by Commissioner Wolf to approve St. Paul Park Refinery Fire talkgroup request. Motion carried

D. Approval of Letter to SECB Regarding the Motorola Service Contract

Rohret said discussions have begun on the 2021-2025 Motorola support contract. She provided some history on the support agreement. She noted that in the early days of the ARMER system, the support agreement was a System Management Agreement (SMA), which provided a dedicated Motorola technician, technical support and software for ARMER system upgrades; the agreement did not cover labor or equipment replacement associated with upgrades. Because of that agreement, agencies faced unbudgeted costs during upgrades.

In 2012, Motorola proposed changing the service contract to a System Upgrade Agreement II (SUA2) for the 2014-2015 contract. The SUA2 proposal included software, labor, and regular minor hardware changes for system upgrades, as well as technical support and a dedicated Motorola technician. The

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SUA2 does not include major system hardware replacement, such as base radio or console equipment.

Facing major system component replacements in 2019 or 2020, Motorola proposed in 2015 a new five-year service agreement for the 2016-2020 contract which covered replacement of major system components via a System Upgrade Agreement II Plus (SUA2+). The majority of base radio stations in the metro region, plus some in the St. Cloud and Olmsted County areas needed to be replaced prior to the 7.19 system upgrade (now called the 2019.x upgrade). The SUA2+ was more expensive, but included a savings for the equipment replacement, which would have cost local governments \$60+ million. In an effort to get all system owners on board, given differences in returns on investment, ECN offered a 50% grant for the equipment related costs.

In early 2018, Motorola provided a proposal for the SUA2 for 2021-2025 at a cost of \$33 million. The price includes a six percent increase from the SUA2 portion of the current agreement. Additionally, Rohret noted that even with the increase, metro system owners will pay less than they are currently paying due to the difference in the level of agreement. Some entities may pay more, but it is either a minor amount, or due to equipment additions for those entities.

ECN is concerned that it will be short about \$1 million dollars for the state's share of the agreement. This issue will be discussed at the SECB Finance Committee meeting tomorrow. The metro radio system managers felt it necessary to show support from this region and requested a letter of support be sent to the SECB. Rohret said she is requesting approval of her draft letter to the SECB Finance Committee which states the MESB's need for more information regarding any major hardware changes which will be required beyond system release 2019.x.

Commissioner McMahon asked what entities should expect for cost increases.

Rohret said that cost would depend on the amount of equipment the agency owns and varies across agencies.

Commissioner Goettel said it is necessary that this committee is kept updated.

Motion made by Commissioner McMahon, seconded by Commissioner Ische to approve letter of support for Motorola SUA. Motion carried.

E. Metro Mobility System Usage Discussion

Rohret provided some history regarding Metro Mobility's use of the ARMER system. The Metropolitan Council provided \$15 million in bonds toward the building of the ARMER backbone in the late 1990s with the intent that Metro Transit would be an ARMER user. In the early 2000s, the Metropolitan Radio Board approved Metro Mobility as a regional system user. Metro Mobility is a heavy user of the system. Rohret pointed out the areas of the metro where their usage is highest.

In 2012 and 2013, many discussions were had with Metro Mobility regarding its heavy usage of the system. It was been determined that the target usage would be 150 hours per month on the City Center site and 75 hours per month on the local subsystems. Metro Mobility does not pay anything for rent, utilities or maintenance, though Metro Transit does. Some system owners visited a couple of Metro Mobility sites in 2012 to see if they could assist in lowering their usage. Rohret said that recently she had learned that while there, some of the system owners were told that cutting off Metro Mobility's usage would be in violation of the American Disabilities Act.

Rohret noted that once the target usage levels were implemented, Metro Mobility had its best usage year in 2014 when it largely met its usage targets. Looking at October 2018 usage data, Metro Mobility's usage is twice as high as it should be.

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Rohret noted that Metro Mobility has made several changes to its operations and has provided some training to users; there was initial improvement but eventually the numbers creep up again. She noted that it appears staff turnover is high at Metro Mobility contract agencies requiring a lot of training. Metro Mobility has plans to tie a scheduling software called Trapeze with a Motorola console in the hopes that it will reduce usage, but this project is taking a long time to come to fruition. The Radio TOC has asked Metro Mobility to deliver a realistic timeline for this solution. Rohret also noted that Metro Mobility's ridership has increased and is projected to continue to increase for some time.

Rohret said a couple of other solutions have been discussed. One possibility would be to restrict Metro Mobility to MnDOT licensed frequencies. A second possible solution would be to add some 700 MHz frequencies to the ARMER system and have Metro Mobility operate on those, since they have minimal interoperability needs.

Commissioner Sivarajah asked about the cost to add 700 MHz channels. Rohret said she was not sure, but there would be a licensing fee. Commissioner Sivarajah asked if we were still seeing the type usage seen in 2012, such as talking about where to go for lunch. Rohret said that it is possible that that type of use is occurring. She noted that it is possible the radio training drivers and dispatchers receive is insufficient due to the high turnover rate. She stated that training materials were provided to Metro Mobility in 2012 or 2013.

Commissioner Sivarajah suggested their usage be tallied up and they be sent a bill. They need to know what this usage costs. They would not need to pay it, but legislators need to be aware of this issue, particularly if Metro Mobility tries to make a violation of ADA case. Other emergency services could be affected because they are not getting a timely response due to Metro Mobility blocking up available ARMER channels.

Commissioner McMahon said that we didn't put a deadline in place to decrease usage in 2012. The 800 MHz was designed for public safety only. Now it is a problem that won't get resolved unless we have a plan and resolution date in place.

Rohret stated that creating a bill could be difficult depending on how it is billed. Should it be a flat rate for x amount of usage and then a charge per minute over? Is it billed like cell phones at the beginning of the month and the previous month's overage? She will ask Ancom how they bill users of its radio system.

Andrew Johnson said it would be helpful to have Metro Mobility leadership address this issue at the March meeting. Sivarajah asked how does the MESB permanently fix this problem so that it doesn't improve and slowly go back to heavy usage?

Rohret will put this on the March agenda and contact Metro Mobility leadership.

6. 9-1-1 Items – None

7. EMS Items

A. Acceptance of 2018 EMSRB VTR Grant

B. Approval of EMS Chart Documentation Class Contract

Rohret noted that the agenda lists two action items, however the two items are so linked there is only one action sheet in the packet. It is up to the committee to determine if it wants to make one or two motions.

Ron Robinson said after the November MESB meeting, he was notified that the EMSRB would provide a \$20,547.37 grant from its Volunteer Training Reimbursement fund. The paperwork for the grant, including a work plan, is due by December 14. The EMS TOC has recommended using the

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funds for a Certified Ambulance Documentation Specialist course, provided by the National Academy of Ambulance Coding, as well as for metro region 3ECHO classes. The EMSRB must approve the work plans for the grants. The funds must be used by June 30, 2019. The documentation course accommodates approximately 100 students over two eight-hour classes. The National Academy of Ambulance Coding is only available to provide the course on February 19 and 20, 2019.

Rohret stated the class contract requires a \$5,000.00 down payment to hold the dates. Because of the tight timeline to sign this contract, Rohret requests the Executive Committee to grant the Chair authority to execute the class contract and authorization for the down payment. The Board will need to ratify the action at the January Board meeting, per MESB bylaws.

Motion made by Commissioner Goettel, seconded by Commissioner McMahon to accept EMSRB Training Grant and authorize the Chair to execute the contract for the Certified Chart Documentation Specialist classes. Motion carried.

8. Administrative Items

A. Approval of Additional MESB GIS Specialist

Rohret stated she was seeking approval to create an additional MESB GIS Specialist position. Wireless 9-1-1 sector provisioning has exploded in volume and the current GIS Specialist spends 90% of her time on wireless issues. The addition of Sherburne will add to that workload and the data synchronization project still needs to be completed. The part-time contractor is not able to address all the data synchronization and 9-1-1 issues.

Rohret noted that the position is not included in the 2019 budget, however in 2008 the MESB was awarded a \$450,000 allocation from the MESB investments funds for a pilot project; later the Board authorized using those funds for the data synchronization project. In 2016, Rohret asked the board for an additional \$50,000 in hopes of completing the project. Between the two allocations there is \$128,000 remaining; Rohret is requesting to use those funds to pay for the new GIS Specialist position in 2019 and then to gradually increase the budget over the course of five years to incorporate the salary into the MESB's operational budget. Kelli Jackson provided some examples to explain any financial impact. Two assumptions were made on the figures: first, the example assumes no other increases in assessments, and second, that the GIS Specialist's salary would remain the same over five years. Both assumptions are faulty but were made for example purposes. Adding the salary over the course of five years results in a one percent increase in assessments per year.

Motion made by Commissioner McMahon, seconded by Commissioner Goettel to approve the additional MESB GIS Specialist position. Motion carried.

B. Approval of New MESB Policy 031 – OPEB

Rohret recommends the Committee recommend approval of new MESB Policy 031-OPEB, to provide a common understanding of the MESB's OPEB program for those who may need to administer it in the future. The recent actuarial study revealed information regarding the program that was previously unknown by Rohret and Jackson. A written policy should create a common understanding of the benefit program.

Motion made by Commissioner Ische, seconded by Commissioner Egan to approve new MESB Policy 031. Motion carried.

C. Approval of Amendments to MESB Policy 030 – Purchasing

Rohret said that MESB Policy 030 was amended to reflect recent changes in the micro-purchase amount. She noted that the amendments only reference the micro-purchase threshold rather than a

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specific dollar figure; this will help to eliminate the need to amend the policy in the future. The threshold was increased in 2017 from \$3,500 to \$10,000.

Motion made by Commissioner Wolf, seconded by Commissioner McMahon to approve amendments to MESB Policy 030. Motion carried.

D. Approval of Executive Director Travel Request

Rohret said she is seeking approval to attend two conferences. The first travel request is for the 2019 Motorola Trunked Users Group (MTUG) Chapter President's Meeting in Austin, TX. The meeting will be April 14-16, 2019.

The second request is to attend the 2019 NENA Conference in Orlando, FL. The conference will be June 16-20, 2019.

Motion made by Commissioner Sivarajah, seconded by Commissioner Wolf to approve Executive Director travel requests. Motion carried.

E. Proposed 2019 MESB Meeting Dates

Rohret stated that the proposed 2019 MESB meeting dates were included in the packet and follow the same schedule set for recent years.

9. Old Business – None

10. New Business – None

11. Adjournment

Meeting adjourned at 10:53 a.m.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 5A. Approval of Metropolitan Airports
Commission ARMER Lease
Presenter: Fredrick

RECOMMENDATION

Staff recommends the Executive Committee recommend approval of the lease with the Metropolitan Airports Commission for the ARMER site at the airport.

BACKGROUND

The Metropolitan Emergency Services Board entered into a lease agreement with the Metropolitan Airports Commission for an ARMER tower site at the Minneapolis-St. Paul Airport in February 2006. The term of this lease was ten years with no monthly rent cost, but MESB was responsible for electric consumption at the site. The original lease did not include an option to renew with the same terms after the original ten-year period elapsed. This lease is currently expired.

ISSUES & CONCERNS

MESB staff and counsel worked with MAC to come to terms on a new lease agreement. The new lease will be a month-to-month term, with either entity being able to terminate the lease with a minimum of sixty days' notice. The new lease terms also include the same physical space as the previous lease and will be no monthly rent cost. MESB will continue to pay the monthly electric consumption at the MAC site.

FINANCIAL IMPACT

There are no anticipated major changes to the current financial impact of this site to the MESB. MESB staff anticipates that utility costs will remain similar to what they have been in the past.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

SPACE LEASE AGREEMENT

Between

Metropolitan Airports Commission

&

Metropolitan Emergency Services Board



Minneapolis-St. Paul International Airport

January 2019

Type of Agreement	Space Lease Agreement
Tenant	Metropolitan Emergency Services Board
Representative	Jill Rohret
Phone	651-643-8394
FAX	
E-Mail	jrohret@mn-mesb.org
Tenant Notice Address	2099 University Avenue West St. Paul, MN 55104
MAC Representative	Mark Bents
Phone	612-726-8138
FAX	612-970-9600
E-mail	mark.bents@mspmac.org
MAC Notice Address	Attn: Comm. Mgmt. & Airline Affairs 6040 28 th Avenue South Minneapolis, MN 55450
Effective Date	1/1/2019
Term	Month-to-month
Space	Equipment and antenna holding areas
Rent	See Section 4
Security Deposit	NA
Taxes	Licensee responsibility
Utilities	See Section 4.C.
Maintenance	Licensee responsibility
Authorized Use(s)	Space lease for housing communication equipment
Minimum Insurance	\$1 million in Commercial General Liability and Aircraft Injury and Damage Liability.

Note: This License Agreement Summary is presented as a reference of the License Agreement information at the time of execution. If there is a discrepancy between the information contained in this License Agreement Summary and the requirements contained in the remainder of this License Agreement, the requirements as stated in the remainder of this License Agreement will be applied.

SPACE LEASE AGREEMENT
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Exhibit A – Leased Premises

Exhibit B – Rents & Fees

Exhibit C – Utility Charges

METROPOLITAN AIRPORTS COMMISSION
LEASE AGREEMENT

This Agreement (“Agreement”) made effective the 1st day of January, 2019, between the Metropolitan Airports Commission, a public corporation of the State of Minnesota (“MAC”) and Metropolitan Emergency Services Board. (“MESB, Tenant”), a joint powers board of the State of Minnesota.

WHEREAS, MAC owns and operates Minneapolis-St. Paul International Airport ("Airport"); and

WHEREAS, MAC is a participant in the Regional 800 MHz Radio System (ARMER System) and requires reliable radio communications to support its operations; and

WHEREAS, MESB desires to utilize space on a non-exclusive use basis within the Hub Building of the Blue/Red Parking Ramp to house radio communications equipment in support of its operations supporting Public Safety Communications throughout the metropolitan area, including voice and data.

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants set forth, the parties hereby agree as follows:

1. LEASED PREMISES

MAC leases space for antenna equipment in the locations to Tenant as described on the attached Exhibit A. The Leased Premises occupancy date(s) are reflected in Exhibit B, “Rent and Fees.” MAC reserves the right to enter the Leased Premises at all reasonable times.

2. TERM

The Term of this Agreement is month-to-month commencing on the above effective date. Either party shall have the ability to terminate this Agreement by providing at least sixty (60) days advanced written notice to the other party of its intention to terminate.

3. AUTHORIZED USE

The Leased Premises will be used by Tenant in support of its operation of radio equipment and antennae. Tenant acknowledges that Tenant does not have exclusive use of the premises where Tenant’s equipment and antennae are installed as the Leased Premises are utilized by MAC or other airport tenants for various reasons. The Tenant shall not use the Leased Premises for any other purpose or make any other alterations to the Leased Premises without prior written consent of MAC.

Tenant is granted access to the roof of the Blue/Red Parking Ramp Hub Building for the installation of roof mounted antennae and related equipment. MAC authorizes access to the Premises by entities authorized by Tenant which own and operate equipment that is part of the ARMER system. Cabling for the antennae will be run through existing conduit to access the roof. Tenant will be responsible for providing at its sole cost any additional cabling or conduit if necessary.

4. RENT AND FEES

A. Per-Location Rent

As of the above effective date of this lease, Tenant will not be charged rent for use of the Premises, however, Tenant is required to pay for the cost of electrical consumption demanded by the various equipment and will install separate metering devices to track and pay for the electrical consumption. If separate metering is not possible, MAC and Tenant shall establish a monthly payment estimated as close as possible to the monthly cost of electrical consumption as described in Section 4.C.

Please remit payment to:
MAC
NW-9227
Minneapolis, MN 55485

MAC reserves the right to adjust the rent each January 1 for that calendar year to reflect MAC's cost of providing the space. MAC agrees to notify the Tenant before January 1 of the monthly Per-Location rental amount for the upcoming calendar year.

B. Taxes and Other Charges

Tenant will pay all taxes, assessments, license fees, or other charges that may be levied or assessed during the Term of this Agreement upon or against any leasehold interests, improvements, or associated equipment on the Leased Premises, or on account of the transacting of business thereon by the Tenant, it being understood that Tenant retains the right to contest any taxes so levied or assessed. Taxes levied by reason of occupancy hereunder shall be in addition to rent paid to MAC under this Agreement. Tenant shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said Airport.

C. Utilities

Tenant agrees to promptly pay all fees in addition to its rent for electric and other service facilities supplied to or consumed by Tenant relative to Tenant's operations on the Leased Premises. Utilities will be metered separately when reasonably possible; otherwise Tenant shall initially pay **\$1,359 per month** for all locations as identified within Exhibit C. If MAC determines that an increase in said utilities is justified, it will give Tenant sixty (60) days written notice of the proposed increase, including an explanation as to how the increase was calculated. If Tenant disputes the amount of the increase, MAC will consult with Tenant before increasing the fees. MAC retains the right to implement the increase in absence of agreement by Tenant.

D. Interest and Late Fees

Tenant shall pay a penalty for late or delinquent payments during the Term of this Agreement and any extensions of eighteen percent (18%) per annum on the balance of the unpaid amount calculated from the date the amount is due until the close of the business day upon which the delinquent payment is received by MAC.

E. Security Deposit

At the time this Agreement is executed, Tenant shall provide to MAC a security deposit as shown in Exhibit B, which is equal to three (3) months of Tenant's Per-Location Rent ("Tenant Security Deposit"), in the form of an irrevocable letter of credit from a lending institution which shall be acceptable to MAC, company check, or performance bond. The deposit will be returned to Tenant when this Agreement is terminated unless MAC chooses to apply it to unpaid rent or other damages. Tenant's Security Deposit will accrue no interest.

If Tenant defaults with respect to any provision of this Agreement, MAC may use, apply or retain all or any part of Tenant Security Deposit for the payment of any rent or other sum in default and any amounts MAC may spend by reason of Tenant's default to the full extent permitted by law. If any portion of Tenant Security Deposit is so used, Tenant shall, within ten (10) days after written demand therefore, deposit with MAC, in a form

acceptable to MAC, an amount sufficient to restore Tenant Security Deposit to the aforementioned amounts, and Tenant's failure to do so shall be a material default and breach of this Agreement. MAC shall not be required to keep any security deposit separate from its general funds, and Tenant shall not be entitled to protest on any such deposit.

5. DILIGENCE BY TENANT

- A. Tenant, in the conduct of its authorized business activities on the Leased Premises, shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or services.
- B. Tenant shall have all the rights and privileges to conduct all business operations authorized under the terms of this Agreement, provided, however, that this Agreement shall not be construed in any manner to grant Tenant the exclusive right to provide its services throughout the Airport. MAC reserves the right, at its sole discretion, to enter into agreements for the provision of surface movement surveillance systems or similar services as deemed necessary by MAC.
- C. Tenant agrees to coordinate the location and type of all antennae on the roof with Delta Air Lines so as to not create interference with Delta's 800MHz trunked radio system. In the event interference is present, Tenant agrees to work with the affected parties to mitigate any interference caused by Tenant equipment. Tenant assumes responsibility for the cost of any necessary interference mitigation.
- D. Tenant agrees to coordinate the location and type of all equipment within leased premises with the MAC IT Department. The location of all future equipment planned for within the room is also subject to the approval and coordination of the MAC IS Department.
- E. All installation, relocation, and removal work shall be completed in accordance with MAC Construction Standards and Procedures.
- F. Tenant shall have access to the existing HVAC service. In the event the existing HVAC service is inadequate, Tenant shall be responsible for providing additional HVAC service at its cost.

6. OBJECTIONABLE INTERFERENCE

- A. In the event that the operation of the various equipment and antennae associated with Tenant's operations causes Objectionable Interference, as defined below, to any communications activity conducted at the Airport, Tenant shall take all steps necessary to remove the cause of the Objectionable Interference.
- B. If Objectionable Interference relates to a communications activity at the Airport which commences after the commencement of Tenant's operations, Tenant shall cooperate with MAC and any necessary third parties in a commercially reasonable effort to remove the cause of the Objectionable Interference.
- C. If the Tenant believes that the cause of Objectionable Interference does not relate to the operation the Tenant's equipment, the matter shall be submitted to an engineering committee consisting of one (1) engineer selected by the Tenant, one (1) engineer selected by MAC, and one (1) engineer selected by the two engineers previously selected. If such engineers can not agree on a third engineer, then the third engineer shall be selected by an officer of the American Arbitration Association (together, the

“Engineering Committee”). It shall be the duty of the Engineering Committee to determine whether in their opinion the Objectionable Interference results from the operation of Tenant’s equipment. If a majority of the Engineering Committee determines that such Objectionable Interference relates to operation of Tenant’s equipment at the Airport, the Tenant shall take commercially reasonable steps or use commercially reasonable efforts to mitigate the cause of the Objectionable Interference. In the event efforts to mitigate the cause of Objectionable Interference are not productive, MAC reserves the right to immediately order shut down any or all equipment that is determined to be the cause of Objectionable Interference.

D. Objectionable Interference to a communications activity shall be deemed to exist for the purposes of this Section if the Engineering Committee determines that:

1.) The construction or operation, maintenance, or repair of an entity’s transmitting and receiving equipment or associated antennae, lines, cables, and wires causes a condition to exist which would constitute interference within the meaning of the rules and regulations of the Federal Communications Commission at the time then in effect; or

2.) The construction, operation, maintenance, or repair of an entity’s transmitting and receiving equipment or associated antennae, lines, cables, and wires causes a material impairment of the quality of either sound or picture signals of a communications activity being conducted at the Airport during the period of operation of such communications activity, as compared with that which would be obtained if such transmitting and receiving equipment or associated antennae, lines, cables, and wires were not in operation, or under construction, maintenance, or repair; or

3.) The construction, operation, maintenance, or repair of an entity’s transmitting and receiving equipment or associated antennae, lines, cables, and wires prevents a third party conducting a communication activity at the Airport from using or having access to its equipment, or associated antennae, lines, cables, and wires at reasonable and usual times to an extent which interferes to a material degree with the construction, operation, maintenance, or repair thereof, it being understood that a reasonable temporary interference which does not materially interfere with the construction, operation, maintenance, or repair of such third party’s equipment, or associated antennae, lines, cables, and wires and which is occasioned by construction, operation, maintenance, or repair of or to such equipment, or associated antennae, lines, cables, and wires shall not be considered Objectionable Interference.

7. **LEASEHOLD IMPROVEMENTS**

A. **Installation/Construction**

Leased Premises will be delivered to Tenant in its current, as-is condition. All improvements required to accommodate Tenant’s operations will be the responsibility of Tenant and must be in compliance with MAC’s Design and Construction Standards.

Tenant is responsible to obtain the necessary building permits from the MAC Building Official. The cost of installation of the Tenant’s equipment and any alterations approved by MAC to the Leased Premises, including electrical, shall be made at Tenant’s sole cost and expense. All installations and alterations shall comply with: (1) MAC design and construction standards as interpreted and administered by the MAC Building Official; and (2) shall be submitted for written review and approval by the MAC Building Official. No changes or installations shall be made to MAC facilities without a MAC issued construction permit. Tenant is responsible for all clean-up of construction materials, debris

and packaging associated with construction or installations.

B. Permits

Tenant shall maintain in force and effect all permits, licenses, agreements and similar authorizations to use the Leased Premises. Tenant's failure to maintain such permits, licenses, agreements and similar authorizations shall not relieve Tenant from the performance of its obligations under this Agreement.

C. Liens

Tenant shall: 1) keep the Airport and the Leased Premises free and clear from all liens for labor performed and materials furnished; and 2) defend, at Tenant's cost, each and every lien asserted or filed against the Airport and the Leased Premises, or against this Agreement and any improvement on the Leased Premises and pay each and every judgment resulting from such lien.

D. Title to Improvements and Structural Alterations

All improvements and alterations to the Leased Premises thereafter will be paid for by Tenant and shall remain the property of Tenant. Tenant shall have thirty (30) days from the expiration or termination of this Agreement to remove all improvements and property from the Leased Premises. Any improvements or property that remain on the Leased Premises after this time shall become the property of MAC.

8. MAINTENANCE OBLIGATIONS

A. General Obligations

Tenant shall be obligated, without cost to MAC, to maintain the Leased Premises in good appearance, repair, and safe condition. Tenant shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, installed by Tenant. All such maintenance, repairs, and refurbishments shall be of quality equal to or better than the original materials and workmanship, and all work, shall be subject to the prior written approval of MAC. Such approval will not be unreasonably withheld or delayed.

9. DAMAGE TO OR DESTRUCTION OF LEASED PREMISES

A. Repair

All damage or injuries to the Leased Premises and to fixtures, appurtenances, and equipment by Tenant, moving property in or out of the Leased Premises or by installation, removal of furniture, fixtures, equipment, or other property by Tenant, or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other causes of Tenant, or their subtenants, invitees, agents, or employees shall be repaired, restored, or replaced promptly by Tenant within fifteen (15) days at its sole cost and expense to the satisfaction of MAC. MAC will notify Tenant in writing if MAC determines repairs must be made. No rent shall abate if damage resulted from any act of Tenant or their subtenants, invitees, agents or employees. If repairs are not made within fifteen (15) days of the notification of the damage, and MAC was not responsible for the damage, MAC will notify Tenant in writing that MAC will make the repairs and charge Tenant the current hourly rate for labor and materials at cost, unless otherwise agreed to. An administrative overhead charge of fifteen percent (15%) is added to the total cost (employee plus material cost) of the billing. Additional interest at the rate

of eighteen percent (18%) shall accrue if the sum is not paid within five (5) days after rendition of a bill or statement therefore. If MAC and its employees or agents damage the Leased Premises through their gross negligence or intentional act, MAC will be solely responsible for the repairs.

If damage occurs that is not the fault of Tenant, or any of their subtenants, invitees, agents, or employees in any way making the Leased Premises unusable, rent and all other charges shall be abated on a per day pro-rated basis during the time the Leased Premises are unusable.

Notwithstanding the foregoing, if the Leased Premises are completely destroyed as a result of the negligent or willful act or omission of Tenant, or any of their subtenants, invitees, agents, or employees the rent shall not abate and MAC may, in its discretion, require Tenant to repair and reconstruct the Leased Premises within twelve (12) months of such destruction and pay the costs therefore; or, should Tenant refuse to reconstruct or make repairs, MAC may repair and reconstruct the Leased Premises within twelve (12) months of such destruction and Tenant shall be responsible for reimbursing the costs and expenses reasonably incurred in such repair of the Leased Premises plus fifteen percent (15%) of the total costs and expenses, plus additional interest at the rate of eighteen percent (18%) per year, accruing beginning on the date such expenses are incurred.

Should the Leasehold Improvements, or any part of them, be destroyed or damaged, they shall in all instances be repaired or replaced by Tenant whether or not such damage or destruction is covered by insurance, provided that this Agreement has not been canceled in accordance with the terms hereof, unless caused by MAC, or its employees, agents or contractors. If Tenant fails to repair or replace such damaged Leasehold Improvements in accordance with a schedule approved by MAC and provided that this Agreement has not been canceled, MAC may make such repairs or replacement and recover from Tenant the cost and expense of such repair or replacement, plus fifteen (15%) percent thereof, plus additional interest at the rate of eighteen percent (18%) per year, accruing beginning on the date such expenses are incurred.

B. Application of Insurance Proceeds

Whenever MAC repairs the damage, proceeds of Tenant's and MAC's property insurance on the Leased Premises and Leasehold Improvements shall be applied to the cost of the repairs and replacement of the Leased Premises and Leasehold Improvements. Tenant is responsible for payment of all repair and replacement costs and expenses exceeding insurance proceeds for all non-structural portions of the Leased Premises in any event, and for all structural portions of the Leased Premises only in the event the damage resulted from Tenant's negligent or intentional act or omission, provided this provision does not waive any claims against Tenant. If MAC is not required to and elects not to repair the Leased Premises, the proceeds of all applicable insurance shall be paid over to MAC and Tenant as their interests appear. MAC is entitled to all insurance proceeds attributable to structural portions of the Leased Premises and all Leasehold Improvements funded by MAC in any portion.

C. Exceptions from Liability

MAC shall not be liable or responsible to Tenant for any damage or destruction to Tenant's property from any cause other than its own intentional or negligent acts.

10. SECURITY

A. Airport Security

Tenant at its own expense shall abide by all Transportation Security Administration

("TSA") or MAC security requirements, ordinances or security directives, including but not limited to, security badge qualifications, access, display, and use, restrictions on sale of dangerous items and limited security area access abilities.

B. Penalties Assessed by the TSA

Tenant understands and agrees that in the event the TSA assesses a civil penalty or fine against MAC for any violation of Transportation Security Regulation or other federal statute as a result of any act or failure to act on the part of Tenant, its subtenants, or subcontractors, Tenant will reimburse MAC in the amount of the civil penalty assessed plus any costs for defending the civil penalty, including reasonable attorneys' fees incurred by MAC. MAC will provide Tenant notice of the allegation, investigation or proposed or actual civil penalty. Failure of Tenant to reimburse MAC within one hundred twenty (120) days of receipt of written notice of the assessed civil penalty shall be an event of default.

11. ENVIRONMENTAL RESPONSIBILITIES

A. Definitions

"Environmentally Regulated Substances" means any element, compound, pollutant, contaminant, toxic, or other hazardous substance, material or waste, or any mixture thereof, designated, referenced, regulated or identified pursuant to any Environmental Law.

"Environmental Law" means any common law or duty, case law or ruling, statute, rule, regulation, law, ordinance or code whether local, state or federal, that regulated, creates standards for or imposes liability or standards of conduct concerning any element, compound, pollutant, contaminant, or toxic or hazardous substance material or waste, or any mixture thereof or relates in an way to emissions or releases into the environment or ambient environmental conditions, or conduct affecting such matters.

B. Indemnification

Tenant hereby indemnifies and agrees to defend, protect and hold harmless, MAC, commission members, its officers, employees or agents, any successor or successors to MAC's interest (collectively "MAC Indemnities") from and against any and all losses, liabilities, fines, charges, damages, injuries, penalties, response costs, or claims of any and every kind whatsoever paid, incurred or asserted against, or threatened to be asserted against, any MAC Indemnitee, in any way relating to or regarding, directly or indirectly, Environmentally Regulated Substances or Environmental Laws, including all related claims or causes of action at common law or in equity which arise from the Leased Premises (hereinafter "Environmental Claims"); such matters will include without limitation: (i) all consequential damages; (ii) the costs of any investigation, study, removal, response or remedial action, as well as the preparation or implementation of any monitoring, closure or other required plan or response action; and (ii) all reasonable costs and expenses incurred by any MAC Indemnitee in connection with such matters including, but not limited to, attorney's fees and reasonable fees for professional services or firefighting or pollution control equipment related to spills, releases or unintended discharges. Tenant further agrees to defend, protect, indemnify and hold harmless any MAC Indemnitee for any such matters arising out of or relating to Sections 14.C. and 14.E. below. Such indemnification and Tenant's obligations hereunder, shall survive cancellation, termination, or expiration of the Term of this Agreement.

C. Compliance with Environmental Laws

Tenant shall keep and maintain and shall conduct its operations at the Airport in full compliance with Environmental Laws. Tenant will further ensure that its employees, agents, and contractors, subcontractors, and any other persons conducting any activities on the Airport related to the Tenant will do so in full compliance with all Environmental Laws.

By virtue of its operational control of the facility, Tenant shall be responsible for obtaining all necessary government permits or other approvals required by Environmental Laws in its name.

D. Notification

Tenant shall notify MAC in writing within a reasonable amount of time after learning of any matter that might give rise to an Environmental Claim, or if Tenant obtains knowledge of any release, threatened release, discharge, disposal or emission of any Environmentally Regulated Substance in, on, under or around the Leased Premises which are not in full and complete compliance with all Environmental Laws. Tenant shall promptly follow the notification procedures outlined in the MSP Integrated Spill Response and Coordination Plan (“Integrated Plan”) regarding any spills, releases or accidental discharges that occur on the Airport.

E. Right to Take Action

MAC shall have the right, but not the obligation or duty, to join or participate in, including if it so elects as a formal party, any legal or administrative or equitable proceedings or actions initiated by any person or entity in connection with any Environmentally Regulated Substance, Environmental Law, Environmental Claim pertaining to Tenant’s operation at the Airport, or if Tenant is not fulfilling its obligations under Section 14.B. above, and in such case to have its reasonable attorneys’ fees and costs incurred in connection therewith paid by Tenant.

F. Right to Investigate

MAC shall have the right, but not the obligation or duty, anytime from and after the date of this Agreement, to investigate, study and test to determine whether Environmentally Regulated Substances are located in, on or under the Airport, or were emitted or released therefrom, which are not in compliance with Environmental Laws. Upon the reasonable request of MAC, Tenant shall provide a list of any and all Environmentally Regulated Substances used in, on or under the Airport certified as true and correct, and specifying how such Environmentally Regulated Substances are used, stored, treated, or disposed.

G. Environmentally Regulated Substances

1. Spill Coordination and Responsibility

Tenant agrees to implement the Integrated Plan. Tenant is obligated to ensure that it has adequate resources to respond to a discharge, including retaining a discharge recovery contractor and providing the necessary equipment to respond to a discharge, in accordance with the Integrated Plan.

Annually, Tenant shall verify to MAC that it is complying with this Section 14.G.1 and the Integrated Plan as detailed in the plan.

If MAC incurs costs related to a spill or other environmental expenses related to fuel or hazardous and/or non-hazardous substances as a result of related to Tenant’s operations, unless due to the gross negligence of MAC, MAC will bill Tenant for all MAC’s actual costs, plus a fifteen percent (15%) administrative fee. Tenant shall pay MAC within thirty (30) days of Tenant’s receipt of the invoice. Tenant may then determine which Tenant, Tenant Agent, Tenant Clientele or other party, is responsible for such costs.

2. Minnesota Pollution Control Agency (“MPCA”) Permits

If applicable, Tenant agrees to make application to be included on and comply with the MSP NPDES Permit or, if the MAC is in agreement, apply for and comply

with an individual stormwater permit issued to Tenant.

3. Miscellaneous Environmental Operating Conditions

If applicable, Tenant agrees to take steps to implement, maintain and comply with the MPCA approved plans or procedures including the Integrated Spill Plan, Recovered Fuels Plan, Oil/Water Separator Plan, and any required procedures as required by the MPCA AST program or other regulating agreements.

Tenant shall not conduct any vehicle or aircraft maintenance outside and shall not store waste materials outside. Tenant shall ensure its dumpsters are covered at all times except when being filled with waste and shall prevent its equipment from having releases to stormwater.

Tenant is prohibited from having any discharges of wash waters with detergents or Environmentally Regulated Substances to stormwater. For products containing Environmentally Regulated Substances (e.g. pavement deicers, rubber removal chemicals, detergents, etc.) that may be exposed to stormwater as part of Tenant's operation on the Leased Premises, Tenant use shall be limited to those products which are approved by the Minnesota Pollution Control Agency (MPCA).

H. Tanks

Tenant, or its assignee, accepts title and ownership and shall apply for all required permits to all tanks installed at any time by Tenant. Underground tanks are prohibited and any above ground tanks shall not be installed without written approval of MAC.

The parties acknowledge and agree that any tanks installed on the Leased Premises during the term of this Agreement remain under the ownership and control of Tenant until such tanks are removed from the Leased Premises by Tenant. At the expiration or termination of this Agreement, Tenant is required to remove all tanks from the Leased Premises and conduct a Phase I Environmental Site Assessment or other studies to adequately demonstrate that there was no environmental contamination to the Leased Premises. Should the Phase I Environmental Site Assessment show the Leased Premises is contaminated; Tenant shall be required to correct any contamination arising from any tanks installed and utilized by Tenant or its Affiliates within the Leased Premises.

12. ACCESS

MAC will allow Tenant ingress and egress to the Leased Premises. Tenant shall not deny MAC's authorized representative access to the Leased Premises for purpose of examining and inspecting the Leased Premises and Leasehold Improvements and shall allow MAC representatives to access any of the books and records of Tenant for purposes necessary, incidental to, or connected with the performances of MAC's obligations hereunder or in the exercise of its governmental functions.

13. INDEMNITY AND INSURANCE

A. Indemnification

To the fullest extent permitted by law, Tenant does hereby covenant and agree to indemnify, defend and hold completely harmless MAC and its commissioners, officers, agents and employees (collectively "Indemnitees") from and against any and all liabilities, losses, damages, suits, actions, claims, charges, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property, or any claim of such injury, death, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, investigative fees, attorney's fees, court costs and expert fees) of any nature whatsoever arising out of or as a result of Tenant's

operations at or about the Leased Premises and the Airport,; or the acts or omissions of Tenant's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur.

MAC shall give Tenant reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, Tenant shall use legal counsel reasonably acceptable to MAC. MAC, at its option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. Tenant at their expense, shall provide to MAC all information, records, statements, photographs, video, or other documents reasonably necessary to defend any claims.

This provision shall survive expiration or earlier termination of the Agreement. The furnishing of the required insurance hereunder shall not be deemed to limit Tenant's obligations under this Agreement.

As a distinct and separate indemnification obligation, Tenant shall defend, indemnify and hold completely harmless MAC and its commissioners, employees, agents, and consultants from any claims or liabilities out of Tenant's failure or alleged failure to procure and to keep in force the insurance required as part of this Agreement.

Tenant shall not use or the Leased Premises to be used in any manner that would void Tenant or MAC's insurance or increase the insurance risk. Tenant shall comply with all requirements imposed by the insurers for MAC and Tenant.

This indemnification is intended for the indemnified Parties and their legal representatives. The provided indemnification is not intended to relieve a primary insurer of its coverage obligations.

B. Insurance

Tenant shall maintain, with insurance underwriters that have an A.M. Best Rating of at least A- and are licensed or admitted in Minnesota, a standard term policy or policies of insurance in amounts as hereinafter set out protecting Tenant and MAC against public liability and property damage, including products liability and contractual liability. Such policy or policies shall be in at least the following amounts: General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$1,000,000 per person for bodily injury, contractual liability, advertising liability, products-completed operations, personal injury and property damage on or incidental to the airport. Tenant is responsible to ensure such policy or policies shall provide for a minimum of thirty (30) days written notice of cancellation. It is understood that the specified amounts of insurance in no way limit the liability of Tenant to MAC. Tenant shall furnish to MAC upon execution of this Agreement, a certificate using the most current ACORD form and copies of endorsements as required within from the insurance carrier or carriers showing such insurance to be in full force and effect during the Term of this Agreement, or shall deposit copies of the policies, which give this coverage with MAC. Additionally, Tenant will name MAC as an additional insured by endorsement or terms and conditions on the policy, or policies, required within. The policy or policies shall be primary and non-contributory by endorsement or terms and conditions.

C. Auto Insurance

If Tenant is granted Airside access, Tenant shall procure and keep in force with underwriters licensed or admitted in Minnesota and having an A.M. Best rating of at least A-, automobile liability insurance in an amount of not less than \$5,000,000 combined single limit and shall furnish MAC with evidence that such coverage has been procured and is being maintained in full force and effect using the most current ACORD form and the policy shall not contain a coverage exclusion for Airside operation. The policy or policies shall name MAC as an additional insured by endorsement or terms and conditions.

D. Fire and All Risk Coverage Insurance

Tenant shall procure and keep in force fire and all risk with standard exclusions coverage insurance upon its leasehold improvements, to the full replacement cost thereof and shall furnish MAC with evidence that such coverage has been procured and is being maintained in full force and effect. Such insurance shall name MAC as Loss Payee and proceeds shall be paid over to MAC to apply to the cost of repair or replacement or if there is no repair or replacement such proceeds shall be paid over to MAC as their interests may appear. The policy or policies shall contain a waiver of subrogation against MAC by endorsement or terms and conditions of the policy or policies.

E. Workers' Compensation

Tenant shall maintain workers' compensation insurance to statutory limits. Tenant shall also ensure that all subcontractors and agents also maintain workers' compensation insurance. The insurance shall be with an insurance company licensed or admitted in Minnesota and having an A.M. Best rating of at least A-. Employer liability limits shall be at least \$100,000 each accident, \$100,000 disease each employee, and \$500,000 disease policy limits. A current certificate of insurance using the standard ACORD form shall be provided to MAC. The policy or policies shall contain a waiver of subrogation against MAC by endorsement or terms and conditions of the policy or policies.

14. BANKRUPTCY

Section 19.A. shall not apply to any valid assumption or assignment of this Agreement by a trustee as a debtor in possession under Section 365 of the Bankruptcy Code of 1978, as amended. However, adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of 1978, as amended, for the purposes of the assumption or assignment of this Agreement shall include, but shall not be limited to:

- A. Adequate assurance of the reliability of the source of all of the rentals, fees, charges, and other consideration due under this Agreement after the assumption or assignment of this Agreement.
- B. Adequate assurance that neither the assumption or assignment of this Agreement nor the exercise of rights hereunder by the party assigning or the assignee will breach any provision in any other agreement to which MAC is bound, any federal or state statute, rule or regulation affecting MAC or the Airport, or any rule, regulation, or ordinance made by MAC.
- C. Adequate assurance that the assumption or assignment of this Agreement will not disrupt the operation of the Airport.
- D. Adequate assurance after the assumption or assignment of this Agreement of payment of rents, fees, charges and other consideration in the form of a deposit, other security, or a bond from a reputable surety, in an amount equal to one year's rent.
- E. Adequate assurance that the Leased Premises will be used to provide the services permitted by this Agreement.

15. DEFAULT

This entire Agreement is made upon this condition, that if Tenant shall be in arrears in the payment of rent for a period of thirty (30) days, or if Tenant shall fail to operate the Leased Premises as required or if said Tenant shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than thirty (30) days after MAC has notified Tenant in writing of Tenant's default hereunder and Tenant has failed for reasons other than those beyond Tenant's control to correct such default within said thirty (30) days (such thirty (30) day notification period shall not be construed to apply to any default in payment of rent) or if Tenant shall be declared to be bankrupt or insolvent according

to law, or if any assignment of its property shall be made for the benefit of creditors, then in any of said events, MAC or those having an estate in the Leased Premises, lawfully may at its option:

- A. Immediately, or at any time thereafter, without further notice to Tenant, re-enter into or upon the Leased Premises or any part thereof and take possession of the same fully and absolutely without such re-entry working a forfeiture of the rents or other charges to Tenant for the full Term of this Agreement, and in the event of such re-entry, MAC may proceed for the collection of the rents or other charges to be paid under this Agreement or for properly measured damages; or
- B. MAC may, at its election, terminate this Agreement upon written notice in the manner hereinafter provided and re-enter Leased Premises as of its former estate therein, and Tenant covenants in case of such termination to remain responsible to MAC for all loss of rents and expense including reasonable attorneys fees which MAC has suffered or paid by reason of termination, during the residue of the term; or
- C. MAC shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and all such remedies shall be cumulative.

16. AFFIRMATIVE ACTION

A. Nondiscrimination

Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulation may be amended.

Tenant, for itself, its personal representatives, successors in interest and assigns and as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, and (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

B. Civil Rights

Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Tenant or its transferee for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of

contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

17. COMPLIANCE WITH LAWS

A. Compliance with All Laws

Tenant, at its sole expense, shall promptly comply with and conform to all present and future laws, ordinances, regulations, and requirements of federal, state, county, and other government bodies that are applicable to Tenant in its use and occupation of the Leased Premises.

B. Notices of Violation

Tenant shall notify MAC within two (2) Business Days of any notices of its violation of any laws, ordinance, rule, regulation or order.

18. SURRENDER OF PREMISES

MAC is not required to give Tenant any notice to quit possession of the Leased Premises upon expiration or sooner termination of this Agreement. Tenant shall peaceably surrender possession of the Leased Premises upon expiration or sooner termination of this Agreement in as good order and condition as when received, excepting reasonable wear, destruction by lightning or other natural causes, or fire not caused by the acts or omissions of Tenant, its officers, agents, employees, subcontractors, customers, invitees, or other persons doing business with Tenant on the Leased Premises with the consent of Tenant.

19. GENERAL PROVISIONS

A. Sublease or Assignment

Tenant shall not sublease, transfer, assign or allow any other person or entity operating rights under this Agreement without MAC's prior written consent. MAC's rights to assign this Agreement are and shall remain unqualified. This Agreement is binding on all legal representatives, successors or assigns. Consent is subject to performance of all covenants, conditions and terms contained in this Agreement by Tenant.

B. Minnesota Law

The laws of the State of Minnesota shall govern this agreement.

C. Severability

If any term, condition, or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected. The remaining provisions shall continue to be effective and complied with to the full extent permitted by law.

D. Right to Amend

In the event the Transportation Security Administration, the Federal Aviation Administration, or its successors, requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Tenant agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably

required to obtain such fund, provided that there is no additional expense to Tenant.

E. Accord and Satisfaction

No payment by Tenant of a lesser amount than the rent or other payments required in this Agreement shall be deemed an accord and satisfaction. MAC shall accept such payment without prejudice to MAC's rights to recover the balance of rent and/or payments due or to pursue any other remedy.

F. Attorney's Fees and Costs

In the event of any default of this Agreement, Tenant shall reimburse MAC for all reasonable fees and costs incurred by MAC including reasonable attorney's fees, relating to such default and/or the enforcement of MAC's rights hereunder.

G. Waiver

The waiver or breach by Tenant or MAC of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same term or any other term of this Agreement.

H. Relationship of Parties

It is understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners hereto, or as constituting Tenant as the agent, representative or employee of MAC for any purpose or in any manner whatsoever. Tenant is to be and shall remain an independent concessionaire with respect to all services performed under this Agreement.

I. Condemnation

If it shall be in the public interest, MAC shall have the power to condemn the property interests created by this Agreement provided that this provision shall not be construed as a waiver by MAC or Tenant of their rights to contest the validity of any such condemnation.

Upon taking by MAC and without limitation to the preceding paragraph, (1) in the event of a taking by MAC of the Agreement or any portion of the Leased Premises or other property of MAC or Tenant, MAC's and Tenant's awards shall be limited solely and exclusively to their relocation expenses and those relating to a permanent taking of their personal property, and (2) in no event shall MAC or Tenant be entitled to any award relating to the value of any expired portion of the term of this Agreement, the Leasehold Improvements, any fixture located on or about the Leased Premises, or any loss, damage or diminution of Tenant's business. Tenant hereby waives all provisions of applicable law, which is or may be inconsistent with this Section.

J. Headings

The headings in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

K. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements. This Agreement may only be modified if in writing and executed by both parties.

L. Parking

No parking privileges are provided as part of this Agreement. All parking must be coordinated with MAC's Landside Operations Department.

M. Relocation

MAC reserves the right to require relocation of any equipment in any location at MAC's sole discretion by providing Tenant sixty (60) days advanced written notice. All costs associated with MAC's required relocation as well as any required restoration to the Leased Premises shall be the sole responsibility of the Tenant. MAC has the final determination regarding a new location and reserves the right to cancel this Agreement if a new location cannot be found.

N. Notices

All notices required by law or by this Agreement must be in writing and shall be given via hand delivery or certified or registered U.S. Mail, return receipt requested, postage fully prepaid, and addressed to the proper party at the following addresses or such address as one party shall advise the other party in writing as its official address.

To MAC:

Metropolitan Airports Commission
Director of Commercial Management & Airline Affairs
6040-28th Avenue South
Minneapolis, MN 55450

To MESB:

Metropolitan Emergency Services Board
Attn: Jill Rohret
2099 University Avenue West
Saint Paul, MN 55104

EXHIBIT A
Leased Premises

EXHIBIT B
Rent and Fees

Metropolitan Emergency Services Board

<u>Space</u>	<u>Space Use</u>	<u>Rent Start Date</u>	<u>Rent End Date</u>	<u>*2019 Rate</u>	<u>*Monthly Rent</u>	<u>**Security Deposit Amount</u>
HC-10660	Antenna Equipment	1/1/2019		NA	NA	NA

*Rates are based on a calendar year and will adjust annually after Commission approval of new rates

**Equal to three (3) months of 2019 rent

Equipment at Site	Racks	Antenna
Hennepin County	8.5	5
Ramsey County	7	3
Regional (MESB/Mn/DOT)	0.5	2

Hennepin County	Volts	Rated		Estimated		Estimated		Estimated Watts
		Amps	Amps	Power Factor%	Calc Watts	Duty Cycle%		
LSS stations 6 channels	48	85	63.75	80	2448	55	1346	
LSS stations 6 channels	48	85	63.75	80	2448	55	1346	
LSS stations 6 channels	48	85	63.75	80	2448	55	1346	
LSS stations 6 channels	48	85	63.75	80	2448	55	1346	
Trak, Router, Switches, MOSCAD, CB								
-Trak GPS	120	2	1.5	80	144	100	144	
-Router	120	0.5	0.375	80	36	100	36	
-Switchx2	120	4.8	3.6	80	346	100	346	
-MOSCAD and soap dish	48	4	3	80	154	100	154	
-Channel Bankx2	48	10	7.5	80	384	100	384	
MTR Receivers x8, UPS								
-MTR2000 Receiversx8	120	8	6	80	576	100	576	
-UPS	120	1	0.75	80	72	100	72	
48VDC Rectifier System	120	0.5	0.375	80	36	100	36	
Batteries								
Combiner, Receiver Multicoupler	120	2	1.5	80	144	100	144	

7277 Watts
 175 KWHr per day
 9 Energy Charge Rate Per KWHr (cents)
 \$5,737 Estimated Annual Equipment Charge
 \$478 Estimated Monthly Equipment Charge

5 Number of Months of no cooling needed
 85% Efficiency of AC Units
 9 Energy Charge Rate Per KWHr (cents)
 \$2,845 Estimated Annual Cooling Charge
 \$237 Estimated Monthly Cooling Charge

Hennepin Only
 Hennepin Only

\$8,582 Estimated Total Annual Charge
\$715 Estimated Total Monthly Charge

Including Ramsey & MnDOT

\$16,305 Estimated Total Annual Charge
\$1,359 Estimated Total Monthly Charge



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 5B. Approval of City of St. Paul Park
ARMER Lease Amendment
Presenter: Fredrick

RECOMMENDATION

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

BACKGROUND

The Metropolitan Radio Board entered into a lease agreement with the City of St. Paul Park for an ARMER tower site at St. Paul Park City Hall in April 1999. The original agreement included the right for one option to renew the lease for an additional ten years. The MESB executed that renewal option in April 2009. The lease renewal ends on March 31, 2019.

ISSUES & CONCERNS

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

FINANCIAL IMPACT

The lease requires an annual \$600 increase in rent on April 1. Over the additional ten-year term of the lease, MESB will be paying \$6,000.00 in additional rent fees.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

**AMENDMENT NO. 1 TO
METROPOLITAN RADIO BOARD
LEASE**

THIS AMENDMENT NO. 1 TO METROPOLITAN RADIO BOARD LEASE (“Amendment No. 1”), is made by and between City of St. Paul Park (“CITY”), 600 Portland Ave., St. Paul Park, Minnesota 55071, and the Metropolitan Emergency Services Board, successor to the Metropolitan Radio Board, 2099 University Avenue West, St. Paul, Minnesota, 55104 (“BOARD”).

WHEREAS, CITY entered into a Lease Agreement (“Agreement”) with the Metropolitan Radio Board (“MRB”) dated April 1, 1999, and the ten-year renewal option was exercised in a letter dated February 27, 2009; 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 Agreement; and

WHEREAS, it is the desire of both CITY and the BOARD to renew the Agreement.

NOW THEREFORE, in consideration of the mutual undertakings hereinafter set forth, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement shall be amended to read:

The term of this Agreement shall commence on April 1, 1999, and continue through March 31, 2029 (“Term”).

2. Section 5.2 of the Agreement shall be amended to read:

Commencing April 1, 2019, BOARD agrees to pay CITY Eighteen Thousand Dollars (\$18,000.00) for one year, such amount to be paid in the following manner: One Thousand Five Hundred Dollars (\$1,500.00) per month, each monthly payment to become due and payable at the end of each calendar month.

Commencing April 1, 2020, rent for each subsequent calendar year throughout the term of this Agreement shall be increased by \$600.00.

3. Section 21 of the Agreement shall be amended to replace the contact information in that section with the following:

CITY: Kevin Walsh
City Administrator
City of St. Paul Park
600 Portland Avenue
St. Paul Park, MN 55071

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

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

METROPOLITAN EMERGENCY SERVICES BOARD

CITY OF ST. PAUL PARK

By: _____
Board Chair

By:  _____
City Administrator

Dated: _____

Dated: 1-23-19 _____

Approved as to Form:

By: _____
MESB Counsel

Dated: _____



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 5C. Approval of ARMER Lease
Amendment with Mobile Radio Engineering
Presenter: Fredrick

RECOMMENDATION

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

BACKGROUND

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

ISSUES & CONCERNS

MESB staff and counsel worked with Mobile Radio Engineering on the terms of the sublease amendment. The term of the proposed amendment is an additional ten years, and follows the same terms and conditions as the original lease. The lease amendment will take effect on April 1, 2019.

FINANCIAL IMPACT

The lease requires a four percent (4%) annual rental increase in rent on April 1. The rental fee is borne by those agencies which own equipment at the site, MnDOT (75%) and Washington County (25%).

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

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

THIS AMENDMENT NO. 1 TO SUBLEASE AGREEMENT (“Amendment No. 1”), is made by and between Mobile Radio Engineering, Inc. (“MOBILE”), 745 Boone Avenue North, Golden Valley, Minnesota 55427, and the Metropolitan Emergency Services Board, successor to the Metropolitan Radio Board, 2099 University Avenue West, St. Paul, Minnesota, 55104 (“BOARD”).

WHEREAS, MOBILE entered into a Sublease Agreement (“Agreement”) with the Metropolitan Radio Board (“MRB”) dated April 1, 1999, and the ten-year renewal option was exercised in a letter dated October 2, 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 Agreement; and

WHEREAS, it is the desire of both MOBILE and the BOARD to extend the Agreement for an additional ten years.

NOW THEREFORE, in consideration of the mutual undertakings hereinafter set forth, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement shall be amended to read:

The term of this Agreement shall commence on April 1, 1999, and continue through March 31, 2029 (“Term”).

2. Section 5.1 of the Agreement shall be amended to read:

Commencing April 1, 2019, BOARD agrees to pay MOBILE rent in the amount of Twenty Six Thousand Six Hundred Forty Seven and 30/100 Dollars (\$26,647.30) per year, such amount to be paid in the following manner: Two Thousand Two Hundred Twenty and 60/100 Dollars (\$2,220.60) per month, each monthly payment to become due and payable at the end of each calendar month.

3. Section 5.2 of the Agreement shall be amended to read:

Commencing April 1, 2020, rent for each subsequent calendar year throughout the term of this Agreement, including any extensions, shall be increased by 4.0%.

4. Section 21 of the Agreement shall be amended to replace the contact information in that section with the following:

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

This Amendment No. 1 shall be effective as of April 1, 2019.

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

**METROPOLITAN EMERGENCY SERVICES
BOARD**

MOBILE RADIO ENGINEERING

By: _____
Board Chair

By: _____
General Manager

Dated: _____

Dated: _____

Approved as to Form:

By: _____
MESB Counsel

Dated: _____



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 5D. Approval of Amendment to
Hennepin County Participation Plan
Presenter: Fredrick

RECOMMENDATION

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

BACKGROUND

In 2014, Hennepin County constructed a new emergency communications facility in Plymouth. Sheriff's Office staff, including the PSAP, moved into the building in December 2014. At that time, the County chose to keep its back-up PSAP at its old PSAP location in Golden Valley, though it was known it would likely remain there temporarily.

ISSUES & CONCERNS

Hennepin County is requesting an amendment to its ARMER participation plan to move its back-up PSAP location from Golden Valley to the County's public safety facility in downtown Minneapolis. As part of this relocation, the County requests that this back-up facility move from being house on the Zone 2 master site to the Zone 1 master site. This will provide greater redundancy in the event of a catastrophic event.

MnDOT has reviewed the request and had no issues with it.

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

HENNEPIN COUNTY

SHERIFF'S OFFICE

January 16, 2019

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

Ms. Frederick,

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

The County is working to relocate the backup dispatch center located at Golden Valley to a new location at the County's Public Safety Facility in downtown Minneapolis. As part of the relocation effort we request this Zone 2 Site 25 be moved to the Zone 1 MSO. This relocation to the Zone 1 MSO will provide the County redundancy in the event of any catastrophic events that occurs at the Zone 2 MSO location.

Respectfully submitted,

King Wai Fung

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





METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 6A. Approval of NG9-1-1 Transition
2019-2020 Strategic Plan
Presenter: Eggimann

RECOMMENDATION

MESB staff recommends the Executive Committee recommend acceptance and approval of the NG9-1-1 Transition 2019-2020 Strategic Plan. The plan lays out the current progress in the transition to NG9-1-1 and identifies eight priorities in the transition process to be completed in the next two years.

BACKGROUND

The transition from analog-based E9-1-1 to a digital NG9-1-1 system has been underway for several years and will continue for several more before the entire 9-1-1 system from call origination through call processing at the PSAP is completely NG9-1-1 standards compliant. In addition to the analog/digital transition, the 9-1-1 system must move from the current E9-1-1 system design based on fixed, wired telephone instrument location to an NG9-1-1 system design supporting full mobile communication device location in real time. This transition involves synchronization of the location determination methods and the underlying location databases used by both E9-1-1 and NG9-1-1 systems. The 9-1-1 system will also be moving from a single 9-1-1 Service Provider model in E9-1-1 to an NG9-1-1 system that relies on multiple 9-1-1 Service Providers involved in location and delivery of NG9-1-1 calls.

ISSUES & CONCERNS

None.

FINANCIAL IMPACT

This is a planning document. Any specific project implementation of the priorities described in the plan which would have a potential financial impact to the Board beyond staff time and office resources will be brought to the Board for approval on a project by project basis.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



MESB NG9-1-1 Transition 2019-2020 Strategic Plan

Executive Summary:

MESB staff has been actively engaged for several years in transitioning the metro area 9-1-1 system from the analog-based Enhanced 9-1-1 (E9-1-1) system, which has served the metro area since 1982, toward standards compliant digital Next Generation 9-1-1 (NG9-1-1) system). The NG9-1-1 system is being designed to meet the needs of a mobile society where the communications technology moves with the members wherever they go. This plan will document the progress that has been made in the transition to NG9-1-1 and the implementation milestones currently planned for 2019 and 2020.

The metro area NG9-1-1 system will be composed of several components:

1. Regional GIS data used for:
 - a. 9-1-1 call routing
 - b. Caller location validation
 - c. Emergency response coordination
2. Enhanced PSAP Connectivity to support:
 - a. Digital voice and text communication
 - b. The exchange of additional information relative to the event in progress (e.g. images, video, etc.)
3. NENA i3 Architectural Standard
 - a. Defines the core functions necessary to identify caller location, provided 9-1-1 call routing, define standardized data protocols, and the transport mechanisms to ensure NG9-1-1 system interoperability.
4. Multimedia Features Support
 - a. Provide the protocols and interfaces necessary to allow 9-1-1 callers to send images and video to 9-1-1 simultaneously while they are talking to the 9-1-1 telecommunicator.

Current Status and Planning:

The MESB, in cooperation with the State 9-1-1 Program, and the metro area Public Safety Answering Points (PSAPs), has made significant progress in preparing the foundation for the implementation of the metro area NG9-1-1 system. Each of the major NG9-1-1 components are listed below with a summary of the current status and plans for the next two years in the transition to NG9-1-1:



1. **Regional GIS** – This effort has been underway for several years. All 9-1-1 call routing in an NG9-1-1 environment will be based on geospatial data. In preparation for this transition, the following efforts have been undertaken by the metro PSAPs, counties, MetroGIS, and MESB:
 - PSAP and emergency service area polygons have been created and are distributed on a regular basis.
 - Regional schema standards for road centerline line and address point datasets have been defined and agreed to by the metro counties.
 - Aggregated regional road centerline (eight counties) and address point (nine counties) datasets have been created. The remaining counties are in the process of transitioning to the regional aggregation processes. Completion is currently anticipated by early 2020.
 - Synchronization is underway between the legacy Master Street Address Guide (MSAG) and Automatic Location Identification (ALI) data (which is the basis for 9-1-1 call routing in E9-1-1) and county geospatial data (which will be used in NG9-1-1). Data synchronization will allow for the transition from MSAG-based routing to geo-based routing without any major disruptions in call routing accuracy.
 - NG9-1-1 GIS data preparation and validation is nearing completion for nine of the ten counties in the metro area, with completion of the tenth county anticipated by end-of-year 2019. Until the State defines its NG9-1-1 data completion requirements, the MESB is using a benchmark of no more than two percent of ALI addresses not being able to geocode to road centerline and/or address points (based on NENA guidelines.)
 - Work is underway at the State (DPS-ECN and MnGeo) to define statewide geospatial data standards and aggregation/validation processes that will allow for aggregation of the metro area’s regional data with that of greater Minnesota. The Minnesota Geospatial Advisory Council has approved a Minnesota address point schema and a road centerline schema is out for public review. Further work is needed at MnGeo to clarify the State’s ongoing aggregation and maintenance processes and their implications on counties and regions. The State has not yet defined when those maintenance processes will be completed. Processes may also be affected by the vendor chosen for statewide NG9-1-1 core services.
 - Discussions have begun regarding the creation of a regional GIS-based MSAG to be used by telecom service providers that are not ready to transition their subscriber location data to NG9-1-1 processes by the time the State transitions to NG9-1-1 core services.

2. **Enhanced PSAP Connectivity** – The State 9-1-1 Program took the initiative in 2011-2012 to move the 9-1-1 system connectivity, including the metro area system, to



digital, IP-based connectivity between the 9-1-1 Service Provider and the PSAPs. The 9-1-1 system currently transports 9-1-1 calls in a digital format. This digital 9-1-1 network is referred to as an Emergency Services IP Network (ESInet). Currently, all but three of the 18 primary metro PSAPs accept calls directly in that digital format. The remaining three primary PSAPs in the metro area utilize a gateway between the 9-1-1 system and the PSAP 9-1-1 call answering application to convert from the digital format to the analog signaling used by the PSAP 9-1-1 answering application. While outside the MESB's area of responsibility, it is expected that all metro PSAPs will complete the transition from analog to digital when they replace or upgrade their 9-1-1 call answering applications by fourth quarter 2019.

The next phase of enhancing the ESInet connectivity to the PSAPs will involve re-homing the PSAP ESInet connections to redundant common meet points (e.g. a vendor-neutral data center, such as the 511 Building) where the 9-1-1 connections from the telephone companies and wireless carriers, as well as the 9-1-1 service provider connections can all come together in a secure facility. In addition to re-homing the PSAP connections, we expect to add additional redundancy and resilience to the meet-point-to-PSAP ESInet connections by using software-defined wide area network (SD-WAN) technology. The SD-WAN will manage multiple network connections using multiple service providers, transport protocols, and facilities. This will require cooperation with the State 9-1-1 Program. If the details can be worked out, this work should be completed by the end of first quarter 2020. The SD-WAN and re-homing will enable:

- Increased diversity/redundancy/reliability in the public safety side of the ESInet
- More flexibility in continuity of operations planning (COOP) options for large PSAPs
- Stability for telecommunications service providers and PSAP ESInet connections, even if the selected 9-1-1 service provider changes
- PSAPs sharing applications without the politics of where the application servers are located
- Vendors to have access to any PSAPs without requiring new network facilities
- Robust, secure, redundant, and reliable connectivity for cloud-based (e.g. Amazon Web Service - AWS) applications to PSAPs
- The use of cloud-based 9-1-1 core services in the future

3. **NENA i3 Architectural Standard** – NENA has several standard development work groups currently defining design and operating standards for NG9-1-1 components. As with most software-driven applications, the NG9-1-1 standards are expected to regularly evolve to remain consistent with the current trends in how



telecommunications services are being used by the general public. This need for the 9-1-1 system to continue to evolve was recognized as the use of wireless communications began to rapidly replace the use of the wireline telephone system on which 9-1-1 was originally designed. The current 9-1-1 system in Minnesota and 9-1-1 systems throughout most of the country do not yet utilize NG9-1-1 system core functions that are compliant with the NENA i3 NG9-1-1 standard. The telecommunications service providers serving the metro area are also not yet operating in compliance with the NENA i3 NG9-1-1 standard. The metro 9-1-1 system currently utilizes E9-1-1 call routing and location technology and delivers calls on a first generation digital ESInet. The metro/state 9-1-1 system relies on a shared 9-1-1 service provider that supports 9-1-1 call delivery in all or portions of 30+ other states.

In cooperation with the State 9-1-1 Program, the transition to a NENA i3 standard-based 9-1-1 system will involve releasing a request for proposal (RFP) for NG9-1-1 core services currently anticipated in early 2020. Core services handle caller location-based call routing, location validation, and caller location delivery. The GIS data work described in section 1 will be the basis on which the location services depend.

4. **Multi-media Features** – A fully compliant NENA i3 standard-based NG9-1-1 system will support the delivery of emergency calls for service using different communications mediums, including voice, real-time text, images, and streaming video. Most of the PSAP answering applications currently in use in the metro area would be capable of handling these different call formats, although a software upgrade may be required for PSAPs to receive multimedia. Currently, the 9-1-1 system and the telecommunications service providers are unable to support the delivery of anything but 9-1-1 voice and text calls.

The delivery of images and streaming video to 9-1-1 simultaneously with an on-going voice call to 9-1-1 is not yet technically possible. The wireless carriers do not support simultaneous data and voice in the same call currently. There are app developers working on the design of multimedia 9-1-1 apps for smart phones and it is possible app-based simultaneous data and voice could be available within the next two years. The NENA i3-based core services described in section 3 will support the delivery of simultaneous data and voice to the PSAP if the NENA i3-defined standard protocols are used, and most of the currently deployed 9-1-1 answering applications at the PSAPs should be capable of handling NENA i3 standard-based simultaneous data and voice calls but may require a software upgrade to do so. Multimedia support in the metro 9-1-1 system is anticipated in the fourth quarter of 2020 or early in 2021 provided the NENA i3 core services are procured by the RFP described in section 3. It is not clear that the wireless carriers will be able to support simultaneous data and



voice calls in their native networks by fourth quarter 2020, so multimedia to 9-1-1 during the next two years may be limited to phones equipped with a multimedia 9-1-1 app.

Strategic Initiatives Planned for 2019 and 2020:

Based on the MESB's ongoing work with the PSAPs, the State of Minnesota, and other MESB member agencies and departments (e.g. IT departments, GIS departments, etc.) which support the PSAPs and the 9-1-1 system, the MESB staff have identified eight high-priority projects as part of the NG9-1-1 transition process for completion in the next two years.

1. Complete the synchronization of metro legacy and NG9-1-1 data. **(Regional GIS)**
2. Implement an NG9-1-1 standard compliant ESInet that meets the goals and objectives outlined in section 2 above covering ingress to, egress from, and central to the NG9-1-1 core services. **(NENA i3 Architectural Standard and Enhanced PSAP Connectivity)**
3. Identify the GIS data requirements needed to support routing of wireless caller-based device location. **(Regional GIS)**
4. Engage with wireless carriers to establish direct i3 compliant ESInet interconnections to support sending the device location to the 9-1-1 system core services in time to route the call. **(NENA i3 Architectural Standard)**
5. Continue to evaluate the current 9-1-1 system and identify issues that could be improved within the metro area, considering PSAP needs and the 9-1-1 Service Provider capabilities. This initiative will include support for the increased use of shared/hosted or cloud-based public safety applications including, but not limited to, the 9-1-1 system i3-based core services. **(Enhanced PSAP Connectivity and NENA i3 Architectural Standard)**
6. Explore deployed NG9-1-1 systems which serve areas that mirror the Twin Cities region to identify what options are working well and which options have caused problems. Use that information to further develop and refine the metro area transition plan. **(Enhanced PSAP Connectivity and NENA i3 Architectural Standard)**
7. Coordinate the MESB NG9-1-1 transition planning with the State 9-1-1 Program, while maintaining the option to permit the metro area to move quicker, or specify a higher level of service, in the transition process if it is in the best interest of the metro



area PSAPs and residents (e.g. implement additional ESInet redundancy and diversity than is practically available in greater Minnesota, implement i3-based core services to support caller location-based call routing in the metro area, etc.).

(Enhanced PSAP Connectivity and NENA i3 Architectural Standard)

8. Monitor and assess perceived added value and security risks associated with the continued emergence of over-the-top services targeted at public safety agencies and PSAPs, which potentially offer more accurate location information and/or supplemental data related to in-progress 9-1-1 calls, but that are not part of or delivered over the 9-1-1 system. **(Enhanced PSAP Connectivity and NENA i3 Architectural Standard)**

Conclusion:

The transition from the legacy E9-1-1 system to a standards compliant NG9-1-1 system will continue over the next several years for both the telecommunications service providers and for public safety. The 9-1-1 system will also continue to evolve over time to remain compatible with the current trends in technology and how people routinely communicate. This will be challenging, but not insurmountable. It will, however, require an awareness that the system will always be evolving and not a one-time project which can be completed and not need to be addressed again for several years. This continual evolution may also require additional funding for the 9-1-1 system, communications, and PSAP operations as fire/EMS/law enforcement agencies become increasingly dependent on the PSAPs for response determination and coordination of response resources.

Minnesota, particularly the metro area, is well-positioned in this transition process. Minnesota is moving forward as one of the leaders in the process, without the risk of being too far out in front of the technology or the standards. 9-1-1 staff leverages the experience of early NG9-1-1 adopters and uses that experience to make sure the metro area's level of 9-1-1 service is not compromised during the transition. The MESB's goal is to continue to provide the most reliable and accurate 9-1-1 system possible with the resources available.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 8A. Approval of Amendments to
MESB Bylaws
Presenter: Rohret

RECOMMENDATION

The Executive Director recommends the Executive Committee recommend approval of the amendments to the MESB Bylaws.

BACKGROUND

The Metropolitan Emergency Services Board has adopted bylaws for the Board. The bylaws were last amended in January 2018. Upon staff review, it was deemed appropriate to update the bylaws in 2019.

ISSUES & CONCERNS

The first change is in Article I, Section 1, where Sherburne County was added to the list of signatories to the Joint Powers Agreement.

The second change is in Article II, Section 3, where language was added to the first sentence allowing language stating reimbursements are allowed where permitted by law and in accordance with City/County policy.

The third set of changes are found in Article III, Section 5, which updates language associated with the Treasurer's duties to reflect current practices.

FINANCIAL IMPACT

None.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

BYLAWS
OF THE
METROPOLITAN EMERGENCY SERVICES BOARD

ARTICLE I.

DEFINITIONS

For the purposes of these Bylaws, the terms shall have the meaning as provided within these Sections.

SECTION 1.

“Agreement” means the Joint Powers Agreement for Metropolitan Emergency Services Board entered into by the Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, and Washington, and the City of Minneapolis.

SECTION 2.

“Board” means collectively the individual representatives on the Metropolitan Emergency Services Board as created by the Agreement and as appointed by their respective Counties and City.

ARTICLE II.

BOARD

SECTION 1. APPOINTMENT AND TERMS OF OFFICE

At the organizational meeting of the Board each January all representatives present shall be administered the oath of office. Representatives not present at the organizational meeting and alternates shall be administered the oat when they first appear at a Board meeting.

SECTION 2. VOTING.

The act of a majority of the representatives present at a meeting at which a quorum is present shall be the act of the Board, unless a greater number is required by law, the Agreement, or by these Bylaws. The Voting Rules attached hereto are incorporated herein.

SECTION 3. PER DIEM AND MILEAGE.

Representatives shall not receive any salary for their services, but, by resolution of the Board, expense reimbursement or per diem may be allowed to the extent permitted by law and in accordance with the policy of each county/city for attendance at each regular or special meeting of the Board or ~~executive committee~~ Executive Committee meetings thereof. Mileage may be paid to representatives for attending any meetings of the Board or its committees.

SECTION 4. MEETINGS.

The Board may provide the time and place, by resolution, for holding regular meetings of the Board. Such resolution shall provide for adequate and timely notice in compliance with open meeting law requirements. Special meetings of the Board may be called by or at the request of the Chair, or in the Chair's absence, the Vice Chair, or any two representatives from different members to the Agreement, and shall likewise comply with the Minnesota open meeting law. Board meetings may be cancelled at the discretion of the Chair.

SECTION 5. ADJOURNMENT.

A majority of the representatives present, even if less than a quorum, may adjourn the meeting.

ARTICLE III.

OFFICERS

SECTION 1. EXECUTIVE COMMITTEE.

The Chair, Vice Chair, Secretary, Treasurer and one representative from each of the members not represented by an executive officer shall constitute an Executive Committee. Any member of the Executive Committee who is unable to attend a scheduled meeting of the Executive Committee may designate an alternate for said meeting. The Executive Committee shall have the authority to act in those circumstances and on those matters as directed by the Board. The Executive Committee shall have the authority to authorize the Chair to sign any contracts which require approval prior to the holding of a Board meeting; provided that said approval is subject to ratification by the Board, and provided that the full membership of the Board is notified prior to any meeting at which the Executive Committee authorizes the Chair to sign a contract.

SECTION 2. CHAIR.

The Chair shall preside at all meetings of the Board and perform the usual duties of a chair. The Chair, alone or together with such other officer or officers as the Board may designate by resolution, may sign any deeds, mortgages, contracts or other instruments which the Board has authorized to be executed, including ~~checks~~ invoices and purchase orders; and, in general, the Chair shall perform all duties incident to the office of Chair and such other duties as may be described by the Board from time to time.

SECTION 3. VICE CHAIR.

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform the duties of the Chair.

SECTION 4. SECRETARY.

The Secretary shall be responsible for preserving the minutes of the meeting of the Board and all other books and records in connection with the business of the Board, and shall attend all meetings of the Board. The Secretary shall give all notices required by statute, agreement, these Bylaws or any resolution of the Board. The secretary shall perform all duties incident to the office and such other duties as may be delegated by the Board. The Secretary may assign duties in connection with the office to the Executive Director or other appropriate person.

SECTION 5. TREASURER.

The Treasurer may meet with the Executive Director monthly to review the invoices, bills, ~~bank statements~~ and financial reports, and shall submit a monthly report to the Board at its regular meeting indicating that, at a minimum, financial reports were reviewed and questions were addressed. The Treasurer shall sign, in the name of the Board, all ~~checks~~ invoices which exceed the delegated authority of the Executive Director, and all ~~checks~~ reimbursements payable to the Executive Director. ~~The Treasurer shall review and sign a monthly memo prepared by the Executive Director summarizing all payments made on behalf of the Board.~~ The Treasurer shall perform all duties incident to the office and such other duties as may be delegated by the Board, and may assign, with approval by the Board, duties in connection with the office to the Executive Director or other appropriate person.

~~The Treasurer, or his or her designee as approved by the Board, shall chair the Finance Committee.~~

ARTICLE IV.

EXECUTIVE DIRECTOR

The Executive Director shall prepare and submit to the Board the annual budget and such other financial information as the Board may request at its regular meetings. The Executive Director shall have the authority to hire staff to fill vacancies in positions authorized by the Board. The Executive Director shall supervise staff and is authorized to discipline staff and terminate employment when appropriate.

ARTICLE V.

COMMITTEES

The committees of the Board shall include the Executive Committee, 9-1-1 Technical Operations Committee, Radio Technical Operations Committee, EMS Technical Operations Committee, and any other committees appointed by the Board. The Board shall review and approve bylaws for each committee that adopts bylaws. Committees shall report to the Executive Committee.

ARTICLE VI.

CHECKS, DEPOSITS AND FUNDS

SECTION 1. CHECKS.

All checks, drafts or orders for payment of money, notes or any other evidence of indebtedness issued in the name of the Board shall be authorized by the Treasurer alone, or the Chair alone, or by such other person or persons as the Board may, by resolution, designate and in such manner as shall be prescribed and determined by resolution of the Board.

SECTION 2. DEPOSITS.

All funds of the Board shall be deposited from time to time to the credit of the Board in such banks, trust companies or other depositories as the Board may select.

SECTION 3. FUNDS.

Any funds which may come to the Board or be subject to its control, for its use in furthering and promoting the aims and purposes of the Agreement or the policies of the Board; shall be received, disbursed, controlled and accounted for by the Treasurer.

SECTION 4. AUDITS.

The Board shall, at least once in each year, cause its books and accounts to be audited by an independent C.P.A. firm to the extent that is required by its audit plan and shall comply with the requirements of State and Federal law with respect to audits and shall make the results of such audit available to each of the members which are signatory to the Agreement.

SECTION 5. BONDS.

The Board by resolution may require that any of all officers provide a bond conditioned on the faithful performance of their duties. The Board shall reimburse the officer for the cost of such bond. In addition to, or in lieu of a bond, the Board may obtain fidelity insurance or other insurance to protect the Board in the event of embezzlement or other wrongful acts committed by an officer or employee of the Board.

SECTION 6. FISCAL YEAR.

The Board's fiscal year is the calendar year commencing on January 1.

ARTICLE VII.

AMENDMENTS

SECTION 1.

Amendments to these Bylaws may be proposed by any representative on the Board.

SECTION 2.

All proposed amendments shall be submitted in writing to each representative on the Board at least fifteen (15) days prior to a

meeting of the Board, at which time the amendment is to be considered. A statement explaining the purpose and effect of the proposed amendment shall be attached to the proposed amendment.

SECTION 3.

Amendments shall be considered at a regular meeting of the Board. A two-thirds affirmative vote of the full membership of the Board is required for approval of an amendment.

ARTICLE VIII.

PROCEDURE

The rules of parliamentary procedure and practice contained in Robert's Rules of Orders, Newly Revised, to the extent they are not inconsistent with these Bylaws or the Agreement, shall be the rules of procedure governing the Board.

ARTICLE IX.

CONSTRUCTION

In the event there is any conflict between these Bylaws and the terms of the Agreement, the Agreement shall govern.

VOTING RULES

BOARD MEETINGS

Anoka, Carver, Dakota, Scott, Sherburne and Washington Counties and City of Minneapolis:

- Each member organization is entitled to two votes.
- Each member organization may appoint one or two representatives to MESB Board.
- If only one representative is appointed he/she has two votes.
- If two representatives are appointed each has one vote.
- If two representatives are appointed and only one is present at a meeting he/she can only cast one vote.
- If a member organization has by resolution appointed an alternate, the alternate is entitled to cast the same number of votes as the representative he/she is replacing.

Chisago and Isanti ~~County~~ Counties:

- Entitled to one representative who has one vote.
- May appoint an alternate.

Hennepin and Ramsey ~~County~~ Counties:

- Each member organization is entitled to four votes.
- Each member organization may appoint two, three or four representatives.
- The appointing resolutions shall state the number of votes allocated to each representative.
- Representatives are not entitled to cast votes for absent representatives.
- If a member organization has by resolution appointed an alternate, the alternate is entitled to cast the same number of votes as the representative he/she is replacing.

EXECUTIVE COMMITTEE MEETINGS

- The four executive officers and a representative designated by each of the member organizations not represented by an executive officer constitute the Executive Committee.
- Weighted voting does not apply to Executive Committee meetings.
- Representatives may designate alternates.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 8B. Approval of Amendments to Policy 030
Presenter: Rohret

RECOMMENDATION

Staff recommends approval of the amendments to MESB Policy 030 – Purchasing.

BACKGROUND

The Metropolitan Emergency Services Board has established 29 policies ranging from the succession of Board officers to a gift acceptance policy to an insurance deductible policy. Many of the policies were derived from the Metropolitan 911 Board and were established 1997-1998; others were approved and implemented later, including after the merger of the Metropolitan 911 Board and the Metropolitan Radio Board in 2005. Most of the policies were updated after the merger and the creation of the MESB, but the updates primarily focused on the name change and little to no substantive changes have been made.

The MESB established Policy 030 – Purchasing in May 2017.

ISSUES & CONCERNS

Policy 030 was established on the recommendation of the MESB's auditors, who recommended the Board adopted a formal purchasing policy which included adherence to Uniform Guidelines to comply with federal grant requirements.

Since the adoption in May 2017, the Uniform Guidelines have changed. The micro-purchase amount was increased from \$3,500 to \$10,000. The auditors recommended the Board amend its policy to include adherence to the micro-purchase threshold. This will help in auditing, as well as having language that will not have to be changed each time the micro-purchase threshold changes.

The changes include additional language, which is highlighted, which has been added since discussion at the January 2019 MESB meeting.

Board counsel has reviewed the changes and made suggestions which have been incorporated into the document.

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

Metropolitan Emergency Services Board

Subject: Purchasing – General
Number: 030

Effective Date: 05-10-2017
Revision Date: 03-xx-2019

PURPOSE: The intent of this policy is to establish a consistent policy for the purchase of goods, services, repairs, and in-kind agreements for the MESB in a manner compliant with applicable state and federal laws, including Uniform Guidance standards, for the expenditure of public funds, including but not limited to federal grants.

PURCHASES: Purchase types and the rules associated with them are determined by the dollar amount of the aggregate purchase.

Dollar Amount	Rules
\$0 – 3,000	Written quotes are not required if the costs are considered reasonable. Staff shall review costs from at least two qualified vendors prior to making a purchase. See ordinary purchases and ordinary space costs.
\$3,000 – 25,000	A minimum of three written quotes must be received and evaluated. Staff must keep documentation of the vendors contacted (and every contact thereafter), quotes received, evaluation criteria and process, etc. Staff must supply the same information to all vendors when seeking quotes. Contracts must be awarded to the vendor whose quote is most advantageous to the program, with price and other factors considered.
\$25,000+	Purchase of goods or services over \$25,000 must be done via formal Request for Proposal (RFP). All purchases estimated to exceed \$25,000 must consider the availability, price, and quality of supplies, materials, or equipment available through the State of Minnesota Cooperative Purchasing Venture (CPV) before purchasing through another source. Purchases over the statutory bid limit require sealed bids, unless an exception to public bidding applies and the procurement process is approved by the Board.

All contracts for professional services shall be awarded via an RFP process as stated in MESB Policy 027 – Contracted Professional Services.

Certain grants may require the MESB to purchase from the State of Minnesota Cooperative Purchasing Venture (CPV). The MESB is a member of the CPV per a Cooperative Purchasing Agreement with the State of Minnesota, Department of Administration. The CPV must be considered for purchases in excess of \$25,000.

Ordinary purchases include the following: paper, office supplies, meeting supplies, cleaning supplies, and individual tables, chairs or desks.

Ordinary space costs include rent, utilities, and insurance.

Metropolitan Emergency Services Board

Subject: Purchasing – General

Number: 030

Effective Date: 05-10-2017

Revision Date: 03-xx-2019

For ordinary purchases and ordinary space costs, a periodic review of vendors will occur to determine the best pricing for goods and services. At a minimum, the review will occur every two years. Some ordinary space costs are subject to rental agreements approved by the Board.

When making purchase, staff must receive approval from the Executive Director, who must review cost quotes received and other evaluation criteria. Additionally, if utilizing the Board issued credit card, staff must adhere to MESB Policy 013 – Use of Board Issued Credit Card.

The Executive Director has been authorized by the Board to issue purchase orders and expend funds for Board purposes up to ten thousand dollars (\$10,000.00). Purchase orders or expenses above that amount require Board approval.

Additional Purchasing Guidelines for Federal Grant Programs

For purchases under federal grant programs, other than sole source purchases, two written quotes are needed for purchases greater than the Uniform Guidance micro-purchase threshold. Multiple price or rate quotations must be obtained from an adequate number of qualified sources (2 or more) for purchases greater than the micro-purchase threshold [Ref. 2 CFR 200.320(b)].

For all contracts for goods or services above the micro-purchase threshold, the MESB should document its review of the excluded parties list (<https://www.sam.gov>) to ensure that no tentative parties, suspended and/or debarred contractors are contracted with when using federal [or state] dollars [Ref. 2 CFR 200.213]. Contractors that apply or bid for an award exceeding \$100,000.00 must file the certification required by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). All purchases for construction projects using federal dollars in excess of \$2,000 are required to follow the Davis-Bacon Act and related federal regulations concerning labor standards applicable to federally financed contractors.

When the micro-purchase threshold is adjusted, staff will notify the Board of the change. The MESB will follow the Uniform Guidance micro-purchase threshold unless the Board passes a resolution approving a different threshold amount.

Sole Source Justification

Sole source purchases are only justified if: 1. the item/service is only available from a single source (which must be documented); 2. if federal grant dollars are used, if it is authorized by the awarding federal agency in response to a written request from the MESB; or 3. competition is determined to be inadequate or unavailable. Past relationships or local proximity are not factors in a sole source justification. The MESB Sole Source Procurement Justification Form must be submitted to the Executive Director for review and approval.

Emergency Purchases

In the event of an emergency or disaster, staff is not required to use regularly mandated purchasing policies, however all purchases must be approved by the Executive Director and/or the Board Chair or Board Treasurer.

Metropolitan Emergency Services Board

Subject: Purchasing – General

Number: 030

Effective Date: 05-10-2017

Revision Date: 03-xx-2019

CONFLICT OF INTEREST: In accordance with MESB Policy 017 – Conflict of Interest, no MESB member or employee may participate in the selection, award or administration of a contract funded by grant dollars or other funds, if he/she has an actual or apparent conflict of interest.

INTERNAL CONTROL: The Executive Director shall protect personal or other sensitive information by keeping it in locked file cabinets or protected by password protection software.

The MESB maintains an Internal Accounting Procedures document, which is reviewed annually in conjunction with the MESB's annual financial audit.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 8C. Approval of Exec. Director Travel Request
Presenter: Rohret

RECOMMENDATION

The Executive Director recommends approval of Executive Director travel for the 2019 Association of Public-Safety Communications Officials (APCO) annual conference and the 2019 Motorola Trunked Users Group (MTUG) national meeting.

BACKGROUND

Metropolitan Emergency Services Board Policy 007 – Travel requires Board approval of travel requests for the Executive Director.

ISSUES & CONCERNS

The Executive Director is seeking approval for one travel request.

The request is for the 2019 APCO annual conference and 2019 MTUG national meeting, which are being held in Baltimore, MD in August 2019. The APCO conference is August 11 – 14, 2019; the MTUG meeting is August 15 – 16, 2019.

The travel request is for \$2,572.00 and is included in the 2019 MESB operational budget.

FINANCIAL IMPACT

None; the request was included in the 2019 MESB operational budget.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

METROPOLITAN EMERGENCY SERVICES BOARD

REQUEST FOR TRAVEL AUTHORIZATION

Employee Name: Jill Rohret
Travel Purpose: APCO 2019 Annual Conference and MTUG National Meeting
Location: Baltimore, MD (GSA Per Diem: \$71; \$53.25 travel day)
Travel Dates: August 11 - 17, 2019

Travel Cost Estimate

Registration	\$350.00
Air Fare	\$400.00
Cab Fare/Ground Transportation	\$60.00 roundtrip
Lodging	\$1,300.00*
WiFi Charges (at hotel only)	-
Meals	\$462.00
Other	-
Total Estimated Cost	\$2,572.00

Is travel cost included in current budget? Yes

Notes: There is no cost to attend the MTUG National Meeting other than hotel charges, which were included in the budgeted cost. The estimate assumes I would return to Minnesota on August 17; if possible, I will return on August 16.

Meal costs are derived by using the GSA meal per diem rate. I expect actual costs to be less as some meals are provided by the MTUG National Meeting.

*Estimate made using non-conference hotel room rates. Actual costs could be less.

Submitted by: 

Date: January 31, 2019

Board approval

Motion by:
Motion carried/Motion denied
Date:

Seconded by:



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 10A. Approval of Draft Policy 032-
Executive Director Performance Review
Presenter: Rohret/Kennedy

RECOMMENDATION

The Executive Director recommends the Executive Committee recommend approval of draft MESB Policy 032 – Executive Director Performance Review.

BACKGROUND

The Executive Director's employment agreement includes language requiring annual performance reviews. Additionally, Dakota County Employee Relations policy also includes requirements for annual performance reviews. In the past, the Executive Director performance review has been coordinated by the Board Chair. Though reviews were conducted similarly, there has not been a set process.

ISSUES & CONCERNS

At the November 2018 MESB meeting, the Board conducted the performance review of the Executive Director. The Board had requested that a process be developed so that the annual performance review is conducted consistently.

The Executive Director, Board Counsel and Ray Kennedy, Dakota County Employee Relations Compensation Administrator, met and drafted Policy 032 – Executive Director Performance Review.

Though this action sheet is drafted with a recommendation for approval, it is listed on the agenda as a discussion item, in case the Executive Committee wishes changes to the draft process.

FINANCIAL IMPACT

None.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

Metropolitan Emergency Services Board

Subject: Executive Director Performance Review

Number: 032

Effective Date: xx-xx-2019

PURPOSE: The intent of this policy is to establish a consistent process for conducting the Executive Director's annual performance review.

An annual review of the Executive Director's performance is required in the employment agreement between the MESB and its Executive Director, as well as in accordance with Dakota County's Merit Compensation Plan. The Board Chair will be responsible for leading the performance review process, with support from Dakota County Employee Relations staff.

The annual performance review is used to assess the employee's contribution to organization results, the employee's career growth and development, and to determine the employee's eligibility for a merit increase. Performance reviews are assessed based on the performance objectives and competencies approved by Dakota County Employee Relations for the job classification.

When a new Executive Director is hired, a six-month probationary review will be conducted to determine if the Executive Director has met all the performance requirements of the position. If the Executive Director passes the probationary review, an additional performance review will be conducted 12 months after the employee's hiring date. Once the six- and 12-month performance reviews have been conducted, an annual performance review will be completed at or near the common MESB employee performance review date at the end of each calendar year.

Process

By September 1 of each year, the Executive Director shall submit to the Board Chair a self-review which includes a summary of progress on that year's goals. The self-review will also include goals for the upcoming year.

By September 1 of each year, with the assistance of Dakota County Employee Relations, the Executive Director shall create an electronic Performance Review survey. The Executive Director shall send the survey to the Board Chair and [or?] to the Dakota County Employee Relations Generalist to which the MESB is assigned for review and approval. Survey scoring categories shall match those included in the Dakota County Merit Compensation Plan.

On the third Monday of September, the MESB Administrative Assistant [or Dakota County Employee Relations Generalist] shall email the performance review survey link to MESB Board Members and staff, along with the Executive Director's self-review and progress report. The survey will remain open for two weeks.

Dakota County Employee Relations Generalist shall compile survey responses and send them to the Board Chair for review, along with the Dakota County Merit Compensation Plan.

At the October MESB Executive Committee meeting, the Board Chair will present the summary of the Executive Director Performance Review survey results with the assistance of Dakota County Employee Relations. The Executive Committee will develop a recommendation to

Metropolitan Emergency Services Board

Subject: Executive Director Performance Review

Number: 032

Effective Date: xx-xx-2019

present to the Board at its November meeting. When the Board approves a merit increase, it will take effect with the first pay period of the following year.

Probationary Reviews

The aforementioned process will be followed, adjusting dates so the review occurs as close to the six-month employment anniversary as possible. Per the Dakota County Merit Compensation Plan, in years where a merit opportunity is available, and based on the plan year merit guidelines within which they fall, 50% of the merit increase is provided upon successful completion of the initial six-month probationary period. At the conclusion of the first 12 months of work in the job, a second six-month performance review is conducted and, depending on available merit guidelines, 50% of the eligible merit increase is provided upon successful performance.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: February 13, 2019
Agenda Item: 10B. Discussion – Dakota County
Merit Compensation Plan
Presenter: Rohret/Kennedy

RECOMMENDATION

None – discussion only.

BACKGROUND

The MESB follows Dakota County's merit compensation plan, within the confines of the MESB budget.

Past Executive Director performance reviews have resulted in many questions about the Dakota County merit compensation plan. As a result of these questions, and the discussion of the new draft policy governing the Executive Director's performance review, staff thought it an opportune time to have the merit compensation plan presented to the Executive Committee, and to have Dakota County Employee Relations staff available to answer questions regarding the plan.

ISSUES & CONCERNS

None.

FINANCIAL IMPACT

None.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

DAKOTA COUNTY

2019

**Merit Compensation
Policy & Plan**

DAKOTA COUNTY MERIT COMPENSATION POLICY & PLAN

I. INTRODUCTION

The Dakota County philosophy regarding compensation systems and wage and salary administration flows from a belief that all employees are to be provided competitive rewards for achievement. Embodied in this statement are the concepts of output or results-based merit pay in the context of market driven compensation structures. Contained within this broad statement are the County's compensation goals, including 1) attraction and retention of personnel, 2) rewards for excellence, 3) facilitation of compensation equity, 4) equitable distribution of limited County compensation resources, 5) achievement of pay/performance and contribution relationships, 6) possibility of salary differentiation from the highest to the lowest level of performance and contribution, and 7) clear communication of these objectives to all affected employees. The elements of Dakota County's compensation program have been structured to support and advance these objectives.

II. ADMINISTRATIVE GUIDELINES

A. Participation

The provisions of this Plan apply to all Dakota County employees unless specifically addressed in a collective bargaining agreement. All Dakota County employees who are not represented by a collective bargaining unit, or are not participants in the Unclassified Employees' Compensation Plan, will participate in the Dakota County Merit Compensation Plan. New employees will participate immediately upon employment.

B. Plan Update

The Employee Relations Director will annually review all aspects of the Plan, including salary ranges and grade structure, salary increase matrixes, and administrative guidelines. Any recommended changes due to internal organization modifications, external market factors, strategic programmatic and administrative considerations, or other relevant issues will be proposed to the County Board in a timely fashion.

III. COMPENSATION PROGRAM ELEMENTS

A. Policy

It is the policy of Dakota County to provide its employees equitable compensation and financial incentives, to the extent permitted by law, to promote attainment of the highest levels of performance and organizational contribution. The County recognizes that compensation policies are a key factor in the County's ability to attract, retain and motivate well-qualified individuals to participate in the achievement of its objectives. Therefore, the Dakota County Merit Compensation Plan is based on the principles of internal and external pay equity and is designed to relate to the extent possible, an individual's salary to performance and contribution to organization results.

B. Salary Structure

The County salary structure (Attachment II) consists of 18 salary grades with a corresponding salary range for each grade. Salary ranges are formulated around a midpoint, and a salary range spread is calculated. Salary ranges are segmented into four quartiles. The structure is midpoint-driven which means the market rate for County positions is approximately the midpoint of the salary ranges. Market rate is defined as what comparison jurisdictions are actually paying employees in comparable positions. Movement beyond the market rate is dependent upon high performance ratings and tenure in position.

Salary ranges are analyzed and may be adjusted each year based on a number of factors including relative changes in the labor market, inflationary measures, budgetary impact as well as fluctuation in the prevalence of certain job skills in the marketplace.

C. Performance Reviews

Supervisors shall conduct one informal interim performance review to occur mid-review cycle and one formal performance review to occur at the conclusion of the employee's performance review cycle. The annual formal performance review is used to assess the employee's contribution to organization results, to assess the employee's career growth and development and in years when a compensation increase is available, to determine the employee's eligibility for a merit increase. Performance reviews are assessed based on the performance objectives and competencies approved by Employee Relations for the job classification.

The interim review is intended to ensure employees understand how they are performing against established objectives and competencies and provide the opportunity to discuss mutual expectations and make any necessary mid-year corrections. The interim review identifies strengths and areas for improvement. Interim reviews are documented in dated summary memorandum(s) and maintained by the department.

The formal performance review is conducted within 15 days of employees' annual performance review dates. Prior to the conclusion of the evaluation period, employees are expected to complete a self-assessment and to transmit the self-assessment to the appraising supervisor for use in completing their performance review.

Completed performance review documents are signed by the supervisor, the employee and the next higher level of management. The employee's signature indicates that the appraisal has been discussed with the supervisor, but does not necessarily indicate agreement with document content. Employees shall be provided adequate time to review and provide summary comments to the final review document. If an employee refuses to sign the document, it is so noted and the review is processed. Completed performance review documents are retained by Employee Relations consistent with the County retention schedule and related policies.

At the discretion of management, a supervisor's salary increase may be delayed until all scheduled performance reviews are completed. The performance review process combines an assessment of objective success measures and position competencies.

Exceptional Performance - is reserved for rare achievements. Employees who receive this level of performance have performed at a level that is well beyond the performance of their top performing peers in a given year. These employees have developed, implemented, or created processes or work results that surpassed all others and brought great value to the County.

Greatly Exceeds Performance Standards - is reserved for a limited number of employees who, in a given year, demonstrate extraordinary performance. This rating may result from especially noteworthy accomplishments and/or exceptional performance during the review period that exemplifies organizational excellence.

Exceeds Performance Standards - is to recognize a pro-active performer. Results of assigned responsibilities consistently meet and frequently exceed baseline expectations. Routinely evaluates priorities and maximizes opportunities for improvement and collaboration; is pro-active and effective in performing for group success, integrating change, learning and sharing information, understanding and sustaining organizational values and objectives; serves as an example of professionalism and excellence.

Meets Performance Standards Performance - is to recognize a reliable, responsive performer. Results of assigned responsibilities meet baseline expectations, regularly or with minimal training or coaching. Takes the steps needed to accomplish tasks, can integrate change as proscribed, complies with group needs while performing individual tasks, and can learn and apply specified information when necessary. Demonstrates conduct appropriate for the workplace and acts consistently within organizational values and objectives.

Below Performance Standards - does not achieve baseline performance expectations due to insufficient skill or effort. Results of some or all assigned responsibilities fail to meet baseline expectations. Frequently requires assistance, coaching or regular oversight to complete basic/routine job responsibilities. May be inconsistent in the demonstrated ability to adapt to change and apply new information to assigned tasks or roles and their performance may slow or damage group productivity, functioning or credibility.

Employees who receive a Below Standards rating will receive formal performance reviews at six-month intervals until documented performance warrants a Fully Meets Standards rating. If after the six-month review the employee receives a Meets Standards or above rating, a full merit increase is processed and the review date is adjusted to twelve months after that date. Employees who receive multiple or consecutive Below Standards ratings will be subject to disciplinary proceedings, up to and including discharge.

D. Individual Development Plans

As part of the County's formal performance review process, supervisors and employees are encouraged to jointly complete an Individual Development Plan (IDP). Formal discussions of job and career objectives, position enrichment and development may also be included. Development or career objectives should be tied to departmental and County-wide goals.

Completion of an IDP is required if the employee is planning to request tuition reimbursement or if a supervisor has determined that the employee is to complete one.

E. Salary Increase Matrix

The County Merit Matrix is based on the principle that salary range position and performance as reflected in organizational contribution bear a direct relationship and that gravitation toward the market rate (Q2) should occur.

For purposes of the salary increase matrix, salary range position is identified by compa-ratio. This figure represents participants' actual compensation expressed as a percentage of Q2 of the assigned salary range (i.e. compa-ratio of 100.0 = actual compensation at Q2 of the salary range).

The structure of the annual merit matrix (Attachment I) reflects percentage increases based on two dimensions: range position (Quartile 1, 2, 3 & 4) and performance rating. When a merit increase is available, a high performer in a low segment of the salary range may receive a greater base salary increase than an equivalent performer in an upper portion of the salary range. Note that employees whose performance is rated as Below Standards, are in no case eligible for an increase to base salary or a lump sum payment. In no instance will an employee's base salary be increased above the range maximum.

Administering an effective performance-based, market system requires a commitment to truly differentiate performance. There is no expectation that every employee will reach the salary range maximum. Appropriate ratings differentiation is expected. Those employees who perform at higher levels receive greater rewards.

G. Extra Meritorious Award

The Extra Meritorious Award provides up to a 2% lump sum payment of the employee's salary for recognition of special achievements outside the normal expectations of a non-union employee's position. Employees are eligible for an Extra Meritorious Award once per calendar year. Extra Meritorious Awards are approved or disapproved by the County Manager after review and consultation with Employee Relations.

H. Promotion

A promotion is defined as the selection of an internal candidate through the competitive recruitment process into a position at a higher salary grade.

At the time of a promotion decision, the affected employee receives a performance review of the time worked in the current position since the most recent performance appraisal. Upon promotion, employees are eligible for an increase of up to 10% of their actual base salary, or placement at the new salary range minimum, whichever is greater. If the employee's resulting base salary is below Quartile 1 of the new salary range, internal equity and the employee's appropriate placement within the salary range may be considered when implementing a promotional salary action and an additional increase may be proposed. All promotional salary actions require approval by Employee Relations.

Employees promoted into a supervisory position will typically not earn less than 90% of the highest paid subordinate employee in the work unit unless unique circumstances exist. All promotional salary increases will be approved by Employee Relations and reviewed with the Department Director prior to a promotional job offer being extended.

I. Demotion

- *Involuntary*

An involuntary demotion is defined as a reassignment from one position to another, which has a lower salary range or classification as a result of a performance-based consequence or other disciplinary procedure. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary is subject to adjustment on a case by case basis as approved by Employee Relations.

- *Voluntary*

A voluntary demotion is defined as the selection of an internal candidate through the competitive process into a position at a lower salary range or classification. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary reduction will be calculated to the same range position on the lower salary range as they were on the higher salary range. Adjustments will be based on internal equity considerations and approved by Employee Relations.

- *Reorganization*

If a demotion is the result of reorganization or unforeseen organization or structure changes and if the affected employee's salary is above the new salary range maximum, the salary is frozen until such time as the salary is within the new salary range.

J. Job Evaluation

Through the County's job evaluation and classification policy, the County ensures that appropriate relationships between classifications and jobs are established and maintained over time through application of a periodic job description review process and reorganization studies when appropriate.

K. Reclassification

A reclassification is defined as movement to another salary grade or classification as a result of approved changes in job duties significantly modifying the position responsibilities. When a position is reclassified to a higher salary grade, employees are eligible for an increase of up to 5% of their actual base salary or placement at the new salary range minimum, whichever is greatest.

Through the periodic job description review process, the County ensures job descriptions are reviewed and updated regularly as changes to services, processes and related job duties occur. When a department plans a substantive structural or work process change they are urged to contact Employee Relations to determine if a reorganization review is needed to ensure classification consistency is maintained and the proposed changes are cost neutral.

Positions may be reclassified with no change in salary grade, upward (higher classification/salary grade); or downward (lower classification/salary grade). If the affected employee's current salary is below the new salary range minimum, the salary is increased to the range minimum. Reclassification downward generally results in no immediate change to the employees' salary. If the employee's salary is above the salary range maximum for the new classification, the salary is frozen until such time as the salary is within the new salary range. When the employee's salary is within the new salary range and in years when a merit opportunity is available, the employee will be eligible on the normal performance review date

for a merit increase based upon documented performance rating. Reclassification of a job class does not change the employee's review date or seniority date.

L. Working Out of Grade

Out-of-grade pay may be requested whenever an employee is designated by their supervisor to perform all of the duties and responsibilities of a position in a higher salary grade for a period of 10 consecutive work days or more. Employee Relations reviews the proposed out-of-grade request prior to an appointment and approvals shall be limited to a period not to exceed six-months, however extensions may be requested. Generally, working out-of-grade is the result of a temporarily vacant position. In such a case and for the duration of the out-of-grade assignment, the employee is eligible for a payment of up to 5% of their actual base salary, or placement at the higher salary range minimum, whichever is greater. The out-of-grade payment will be retroactive to the first day the employee worked in the higher classification and may be paid as an adjustment to the hourly rate or paid in a lump-sum at the conclusion of the out-of-grade assignment. Employees being considered for an out-of-grade assignment must meet the minimum qualifications of the position in the higher classification.

Whenever an employee is directed to temporarily perform most, but not all, of the duties and responsibilities of a position in a higher salary grade as defined above for a period of 10 consecutive work days or more, the employee is eligible for a partial out-of-grade payment of up to 3% of their actual base salary to be paid in a lump-sum as indicated in paragraph one of this section.

If an employee's review date occurs during the time they are working in an out-of-grade assignment, a salary adjustment consistent with the Merit Compensation Plan is computed based upon the employee's regular position salary rate minus the out-of-grade differential, as defined in this policy or applicable labor contract. The out-of-grade rate is then added to the employee's new base salary. When the employee returns to their regular position, they are compensated at their regular rate and they no longer receive the temporary payment received for the out-of-grade assignment.

If the employee is promoted to the out-of-grade position, the time since the employee's last performance review is "closed out" by conducting a performance review for the period in question. The employee then serves a six month probation period. The salary of the promoted employee shall be no less than the rate of pay while serving in the out-of-grade assignment.

If a classified employee is temporarily appointed to an unclassified position, these guidelines may be adjusted to fit the circumstances, subject to review by Employee Relations.

M. On-Call Compensation

While employees are outside normal work hours but are designated to be on-call they shall be compensated for on-call status at the rate of two dollars (\$2.00) per hour for each hour they are designated on-call. An employee called back to work outside of the employee's regular shift shall receive a minimum of two (2) hours pay for such callback. Exempt employees are compensated at the straight time rate and non-exempt employees are compensated at the rate of one and one-half times the normal pay rate. This provision shall not apply to an extension of shift or early report to a regularly scheduled shift.

To utilize this provision, a department shall design an on-call plan for approval by Employee Relations (ref. Policy 3200). Salary adjustments must be made in the context of the approved plan.

N. Wage and Salary Guidelines

- *Full Merit Concept*

All employee base and any lump sum salary actions are provided based solely on the County's Merit Matrix and related guidelines; all base and any lump sum salary actions occur on employees' established annual merit review dates.

- *Merit Matrix*

The Merit Matrix guidelines provide percentage base and lump-sum increases for each level of performance. The merit increase is a percentage calculated on the Q2 rate of the employee's applicable salary range if the salary is below the Q2 rate, and calculated on the employee's base salary if above the Q2 rate.

For employees below the range maximum and whose base adjustment would result in an increase above the salary range maximum, the salary increase is available only to the range maximum rate. There are no base or lump sum increases beyond the range maximum.

- *Performance Review Date*

The performance review date has historically been the date on which the employee was last hired, promoted or demoted to a new job classification. Departments are strongly encouraged to move employees to common review dates in order to more equitably evaluate performance across work units. In the year of movement to a common review date an employee's merit increase is prorated from the date of the most recent merit increase. Employees' review dates are adjusted or in the event of approved unpaid leaves of absence of 90 days or more. Where departmental common review dates exist, merit increases will be prorated for unpaid leaves of absence of 90 days or more.

- *Effective Dates of Increases*

Any available pay increases will be effective the first day of the pay period in which the performance review date falls. This effective date will not affect the employee's performance review date.

- *Six-Month Probationary Performance Reviews*

Six-month probationary performance reviews are conducted to determine if the employee has met all the performance requirements of the position. In years when a merit opportunity is available and based on the plan year merit guidelines within which they fall, 50% of the merit increase is provided upon successful completion of the initial probationary period. At the conclusion of the first 12 months of work in the job, a second six-month performance review is conducted and depending on available merit guidelines, 50% of the eligible merit increase is provided upon successful performance.

- *Salaries Below the Range Minimum*

At the beginning of a calendar year, employees compensated at rates less than the minimum of the new salary ranges, will be adjusted to the new range minimum.

- *Increases to Top of Range*

No employee's salary may exceed the salary range maximum. In years with an available merit increase opportunity, a base increase may be given up to the maximum. There are no base or lump sum increases if an employee's salary is at the salary range maximum rate.

O. Approval Process

All performance review and salary increase materials and documentation require two levels of approval signatures. Consistent with County policy, individual Divisions/Departments may require additional approvals. After appropriate Division/Department approval, all review materials are forwarded to Employee Relations in advance of the payroll deadline, for final approval and processing.

P. Market Adjustment

When a market analysis for a specific job class indicates the assigned salary range mid-point deviates, positively or negatively, from the market by more than 10%, the job class may be placed at an established salary grade that most closely corresponds to the applicable market rate. The job class is administered in the context of the adjusted grade. All market adjustments will be re-evaluated on a regular basis.

Q. Plan Exceptions

The County Manager may approve exceptions to the Plan. These will generally involve internal and labor market equity considerations or unusual circumstances and will occur only upon the recommendation of the Employee Relations Director.

R. Policy Implications

The provisions of this Plan supersede any applicable Dakota County Employee Relations Policies and Procedures.

DAKOTA COUNTY NON-UNION MERIT COMPENSATION PLAN

2019 Merit Matrix

The Merit Matrix guidelines provide maximum recommended percentage increases for each level of performance and for each of the four salary quartiles. Contained within each matrix cell is a recommended base salary adjustment. All below Q2 salary actions are a percentage of the Q2 rate. All above Q2 salary actions are a percentage of the employee's base salary.

Salary Range	PERFORMANCE RATING				
	<i>Exceptional Performance</i>	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	+ 1.0% <i>Lump sum</i>	3.5% base + 3.0% lump sum	3.5% base + 2.0% lump sum	3.5% base + 1.0% lump sum	0%
Q3	+ 1.0% <i>Lump sum</i>	4.5% base + 2.0% lump sum	4.5% base + 1.0% lump sum	3.5% base + 1.0% lump sum	0%
Q2	+ 1.0% <i>Lump sum</i>	6.5% base	5.5% base	4.5% base	0%
Q1	+ 1.0% <i>Lump sum</i>	6.5% base	5.5% base	4.5% base	0%

2019 DAKOTA COUNTY PAY EQUITY COMPENSATION STRUCTURE

Grade	Minimum	Q-1	Midpoint	Q-3	Maximum
100	\$24,326	\$27,366	\$30,407	\$34,208	\$38,009
101	\$27,245	\$30,650	\$34,056	\$38,313	\$42,570
102	\$30,514	\$34,329	\$38,143	\$42,911	\$47,679
103	\$34,176	\$38,448	\$42,720	\$48,060	\$53,400
104	\$38,277	\$43,062	\$47,846	\$53,827	\$59,808
105	\$42,870	\$48,229	\$53,588	\$60,286	\$66,985
106	\$48,015	\$54,017	\$60,018	\$67,521	\$75,023
107	\$53,777	\$60,499	\$67,221	\$75,623	\$84,026
108	\$60,230	\$67,758	\$75,287	\$84,698	\$94,109
109	\$67,457	\$75,889	\$84,322	\$94,862	\$105,402
110	\$75,552	\$84,996	\$94,440	\$106,245	\$118,050
111	\$84,618	\$95,196	\$105,773	\$118,995	\$132,216
112	\$94,773	\$106,619	\$118,466	\$133,274	\$148,082
113	\$106,145	\$119,414	\$132,682	\$149,267	\$165,852
114	\$118,883	\$133,743	\$148,603	\$167,179	\$185,754
115	\$133,149	\$149,792	\$166,436	\$187,240	\$208,045
116	\$149,127	\$167,767	\$186,408	\$209,709	\$233,010
117	\$167,022	\$187,899	\$208,777	\$234,874	\$260,972

Shaded salaries exceed the Local Government Salary Cap and are currently unavailable to Dakota County employees.