

MEETING DATE: <b>November 9, 2011</b>	PRESENTED BY: <b>Arneson/Moody</b>	AGENDA NUMBER: <b>4.D.1</b>  <b>JPA Amendment</b>
<b>M E T R O P O L I T A N E M E R G E N C Y S E R V I C E S B O A R D</b>		

**RECOMMENDATION**

The Executive Director recommends the Board approve the amendments to the Joint Powers Agreement for Metropolitan Emergency Services Board. This was presented and discussed at the Executive Committee meeting but was not acted upon due to the lack of a quorum.

**BACKGROUND**

The Joint Powers Agreement creating the Metropolitan Emergency Services Board was first entered into in 2005 and amended in 2008. The current JPA expires at the end of 2012. It is recommended that the JPA be amended at this time for three reasons: 1) the Board previously approved changes to the EMS committee structure that require modifications to the JPA, 2) the Board’s insurance carrier, Minnesota Counties Intergovernmental Trust (MCIT), has recommended indemnification language be included in joint powers agreements, and 3) expanded 911 related powers may be needed as the MESB moves forward with implementation of the NG911 network.

The JPA currently includes language prescribing the composition of the EMS Committee. The Board earlier this year approved changes to the EMS Committee structure and bylaws. The proposed amendments to the JPA delete the outdated language which prescribed the composition of the EMS Committee. The effect of these amendments is that any future changes to the EMS Committee structure and bylaws will not require an amendment to the JPA. This is consistent with provisions in the JPA which give the Board authority to determine the composition of other committees of the Board.

Board counsel recommends amending the JPA to include indemnification language suggested by the MCIT. The purpose of the indemnification section is to ensure that only the joint powers entity, that is, the MESB, and not its constituent members, is liable for negligent acts by the organization. Minnesota’s joint powers statute limits the liability of the joint powers entity and its members. The proposed indemnification language is intended to take full benefit of the protection of the statute.

Article IV, section 2.C, 911 Specific Powers, currently includes language outlining the following 911 board powers:

- “Engage in planning, installing, administering, operating and maintaining the Regional 911 System”;

The 911 Specific Powers section is currently written based on traditional Enhanced 9-1-1 concepts and terminology. The amended language encompasses “Next Generation” concepts and terminology. For example, a Request for Emergency Assistance (RFEA) in the future could be made using methods other than a traditional 9-1-1 call (e.g. text). The current language has been adapted to support and take advantage of NG911.

Some additional amendments are also recommended at this time. In total, the proposed amendments include:

- Add references to Isanti County as a member of the Board.
- Change any references from “eight-county metropolitan area” to “nine-county metropolitan area.”
- Add provision allowing Chisago and Isanti counties and future members to participate as members of the EMS board if they join the metropolitan regional EMS system.
- Add language clarifying that the MESB can purchase liability insurance to protect the Board **and** its members and representatives.
- Expand description of 911 specific powers.
- Add indemnification section.
- Delete description of composition of EMS Committee; change name to EMS Technical Operations Committee.
- Update reference to Designated Reserve Fund.
- Extend term for five years.
- Add ability to execute counterparts of JPA.

**ISSUES & CONCERNS**

After approval by the Board of a revised Joint Powers Agreement, each member county and the city of Minneapolis will need to approve the new Joint Powers Agreement.

**FINANCIAL IMPACT**

None

MOTION BY:	SECONDED BY:	MOTION APPROVED: ____ YES      ____ NO
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**JOINT POWERS AGREEMENT  
FOR  
METROPOLITAN EMERGENCY SERVICES BOARD**

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

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

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

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

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

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

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

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

WHEREAS, Chisago County became a party to said Joint Powers Agreement in 2006, and fully participates in the activities of the Board except when the Board acts in its capacity as a regional emergency medical services board; and

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

WHEREAS, Isanti County became a party to said Joint Powers Agreement in 2010, and fully participates in the activities of the Board except when the Board acts in its capacity as a regional emergency medical services board; and

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

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

#### ARTICLE I

##### Purposes

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

- A. establishing a regional radio board pursuant to Section 403.39 to implement, maintain, and operate regional and local improvements to the statewide, shared, trunked radio and communication system provided for in Section 403.36.
- B. complying with the mandate of Sections 403.02 to 403.15, and for the implementation and administration of a regional 911 system through a joint powers board.
- C. encouraging the development of new resources and the coordination of EMS services throughout the seven-county metropolitan area to efficiently and cost effectively respond to medical emergencies and provide a high level of patient care.
- D. serving as the successor in interest to the Metropolitan Radio Board with respect to all contracts (including but not limited to Cooperative Agreements with members to this Agreement and/or other radio users), responsibilities and obligations, whether at law or in equity.

Each member agrees to cooperate in fulfilling these purposes, the terms of this Agreement and the objectives of applicable legislation, rules and standards in furtherance of the public safety and welfare of the people of the ~~eight~~nine-county metropolitan area through effective emergency communications systems and emergency medical services systems.

## ARTICLE II

### Definitions

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

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

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

## ARTICLE III

### Joint Powers Board

**Section 1: Creation and Composition.** A board, known as the Metropolitan Emergency Services Board, is hereby established for the purposes contained herein with the powers and duties set forth in ~~the~~this Agreement. The Board shall consist of either one or two representatives from each of the counties of Anoka, Carver, Dakota, Scott and Washington, and

from the City of Minneapolis, as provided in their appointing resolutions. Ramsey County and Hennepin County shall each have two to four representatives, as provided in their appointing resolutions. The counties of Anoka, Carver, Dakota, Scott and Washington, and the City of Minneapolis, shall be entitled to two votes each, one vote for each representative, or allocated among their representatives as provided in their appointing resolutions. Ramsey County and Hennepin County shall have four votes each to be allocated among their representatives as provided in their appointing resolutions. The Board shall include one representative from each of the counties of Chisago and Isanti who shall each have one vote. Chisago County shall have one representative who shall have one vote. The governing body of each member to this Agreement shall appoint, by resolution, its representatives and alternates to the Board. Alternates shall be elected officials and shall have the same voting strength as the representative for whom they are appointed to serve as an alternate. Resolutions appointing representatives shall be filed at a place, time and manner as determined by a majority of the Board.

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

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

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

**Section 5: Membership in Executive Offices.** Ramsey County shall have one representative in any of the four executive offices provided for in Sections 3 and 4 of this Article. Hennepin County and the City of Minneapolis shall alternate every four years having a representative in any of the four executive offices provided in Sections 3 and 4 of this Article. Officers will serve successively in the offices of Treasurer, Secretary, Vice Chair and Chair. Representatives from all other members will serve as officers on a rotating basis.

**Section 6: Vacancies.** If an appointment of any representative is vacated before the end of the term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed

to have occurred when any of the conditions specified in Minnesota Statutes, Section 351.02 exist, or if a representative fails to qualify or act as a representative.

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

#### ARTICLE IV

##### Powers of the Board

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

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

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

C. **EMS.** When acting as a regional emergency medical services (EMS) board pursuant to Minnesota Statutes, Sections 144E.50 to 144E.52, the Board is authorized to take actions, or recommend actions to the appropriate authorities, public and private, which are needed for the coordination and improvement of emergency medical services (EMS) within the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington. In the event Chisago, Isanti or another county becomes a member of the metropolitan regional EMS system, such county will be allowed to participate when the Board acts in its capacity as a regional emergency medical services board, and all references in this Agreement to the seven-county

metropolitan area and the seven-county metropolitan regional EMS system shall be deemed to include such county.

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

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

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

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

other property and assistance in accordance with the terms of the gift, grant or loan relating thereto. Nothing herein is intended to authorize the Board to issue bonds for any of its purposes.

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

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

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

12. Sue and be sued.

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

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

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

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

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

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

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

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

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

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

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

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9. In cooperation and conjunction with the SRB, and MnDOT, allocate capacity within the ~~eight~~nine-county metropolitan area.

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

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

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

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

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

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

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

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

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

3. Own, lease or otherwise provide the network(s) and/or emergency service applications that support the network(s), including hardware and/or software, for network components and elements such as servers, gateways, routers, databases, or any other network elements, necessary to support standardized regional delivery of Requests for Emergency Assistance (RFEAs) and the related data information to multiple PSAPs.

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~~34. Own, lease or otherwise provide the hardware and/or software/data/applications and/or other emergency service components and elements necessary to support standardized regional delivery of 911 call, voice and location data, to multiple PSAPs, including PSAP answering equipment handling of Requests for Emergency Assistance (RFEAs) and the related data information at individual and/or multiple PSAPs.~~

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

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

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~~47. Set or adopt regional performance and technical standards for 911 network, location database, and PSAPs related to an emergency services system(s).~~

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

### Committees

**Section 1: Executive Committee.** The Chair, Vice Chair, Secretary, Treasurer and one representative from each of the members not represented by an executive officer shall constitute an Executive Committee. The governing body of each member to this Agreement shall designate which of its representatives will serve on the Executive Committee. The Executive Committee shall have the authority to act in those circumstances and on those matters as directed by the Board.

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

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

The EMS Committee shall be composed of thirteen representatives from the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington and be selected as follows.

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~~One representative from each county shall be a representative of the Administrator of the Community Health Services (CHS) agency of the county and shall be recommended by the county board of commissioners. One representative shall be recommended by the West Metro CHS agencies to represent EMS communications in Anoka, Carver, Hennepin and Scott Counties. One representative shall be recommended by the East Metro CHS agencies to represent EMS communications in Dakota, Ramsey and Washington Counties. One EMS physician representative shall be recommended by the West Metro CHS agencies to represent Anoka, Carver, Hennepin and Scott Counties. One EMS physician representative shall be recommended by the East Metro Pre-Hospital Advisory Committee to represent the counties of Dakota, Ramsey and Washington. One representative shall be recommended by the West Metro CHS agencies to represent ambulance service providers in Anoka, Carver, Hennepin and Scott Counties. One representative shall be recommended by the East Metro CHS agencies to represent ambulance service providers in Dakota, Ramsey and Washington Counties. Ex officio representatives may be added at the discretion of the EMS Committee.~~

~~There shall be two executive officers of the EMS Committee. The EMS Committee shall recommend to the Board a representative to be appointed Chair and another representative to be appointed Vice Chair. One of the two executive officers shall be an administrative representative from the counties of Anoka, Carver, Hennepin and Scott and the other officer is to be an administrative representative from the counties of Dakota, Ramsey and Washington.~~

**Section 4: Radio Cost Allocation Committee.** The Board shall establish a Radio Cost Allocation Committee which shall consist of one representative from each member that meets the criteria of a Full Subsystem Owner or an Integrated Subsystem Owner as provided in the Cost Allocation Plan attached hereto as Exhibit A. The governing body of each member that meets said criteria shall designate which of its representatives will serve on the committee. The representatives shall each have one vote. An affirmative vote of a majority of representatives present shall be required before any action can be taken, provided a quorum is present at the time of the vote. A majority of the representatives designated to serve on the committee shall constitute a quorum. The committee shall have the sole authority to determine radio related costs and the allocation of such costs, and the Board shall ratify the recommendations of the committee in such matters. The representatives appointed to the committee shall annually elect a chair from among said appointed representatives.

**Section 5: Other Committees.** The Board may appoint such other committees and subcommittees as are necessary for the accomplishment of the purposes of this Agreement. The Board may authorize one or more subcommittees for any committee of the Board.

## ARTICLE VI

### Funding

**Section 1: Assessment Procedure.** By August 1 of each year, prior to the adoption of an annual budget for the following year, the Board shall determine the amount of contribution by each participating county according to the assessment formula in Section 3 herein. The budget shall account for all revenue and expenses of each function of the Board under this Agreement.

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

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

**Section 3: Assessment Formula.** All assessments authorized to be made by this Agreement shall be made in the same proportion as the ratio of the population of the county bears to the population of the eight-county metropolitan area, as measured by the most recent and available population figures of the State Demographic Center. If the Board incurs any liability for damages arising from any of its activities under this Agreement, the amount of damages shall be assessed against each county in the same manner as in the assessment formula described in this section; provided that any assessment against Hennepin County shall be reduced by the amount attributable to the population of the City of Minneapolis and shall be assessed against the City of Minneapolis. Nothing herein shall be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes Section 471.59, subd. 1a, or other applicable law.

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

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

The amount paid by the county or counties later requesting the local elective service shall be paid to the county or counties originally paying for the local elective service in proportion to their

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

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

**Section 7: Allocation of Capital, Operating and Maintenance Costs for Radio System.** Each member shall pay for the capital, maintenance and operating costs of all equipment related to the regional radio system which the member owns, now or in the future. Shared costs, including but not limited to costs relating to operating, maintaining and upgrading that portion of the Backbone System attributable to local and regional agency use as specified in Agreement No. 75685 between the State of Minnesota and the Metropolitan Radio Board (such agreement to be assumed by the Board) shall be allocated on a per radio basis to each member and non-member radio user based on the Cost Allocation Plan attached hereto as Exhibit A. Said Cost Allocation Plan shall not be modified without the unanimous approval of all of the representatives on the Cost Allocation Committee.

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

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

## ARTICLE VII

### Withdrawal

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

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

## ARTICLE VIII

### Termination

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

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

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

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

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

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

## ARTICLE IX

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

**Section 1: Effective Date.** This Agreement, which amends and replaces the existing Joint Powers Agreement for Metropolitan Emergency Services Board, shall become effective on ~~January 1, 2008~~ January 1, 2012 and shall continue in force until ~~December 31, 2012~~ December 31, 2016.

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

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

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

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

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

**COUNTY OF ANOKA, STATE OF MINNESOTA**

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

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

**COUNTY OF CARVER, STATE OF MINNESOTA**

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

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

**COUNTY OF CHISAGO, STATE OF MINNESOTA**

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

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

**COUNTY OF DAKOTA, STATE OF MINNESOTA**

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

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

**COUNTY OF HENNEPIN, STATE OF MINNESOTA**

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

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

**COUNTY OF ISANTI, STATE OF MINNESOTA**

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

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

**COUNTY OF RAMSEY, STATE OF MINNESOTA**

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

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

**COUNTY OF SCOTT, STATE OF MINNESOTA**

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

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

**COUNTY OF WASHINGTON, STATE OF MINNESOTA**

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

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

**CITY OF MINNEAPOLIS, STATE OF MINNESOTA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Mayor

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