

Items relating to Dakota Communications Center (DCC)

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Joint Powers Agreement Establishing the Dakota Communications Center

This Agreement is entered into between the following political subdivisions of the State of Minnesota, by and through their respective governing bodies:

- City of Apple Valley
- City of Lakeville
- City of Burnsville
- City of Mendota Heights
- City of Eagan
- City of Rosemount
- City of Farmington
- City of South St. Paul
- City of Hastings
- City of West St. Paul
- City of Inver Grove Heights
- County of Dakota

Individually and collectively, the parties to this Agreement are referred to as the “Members” of the Dakota Communications Center, hereinafter referred to as the “DCC.”

RECITALS

WHEREAS, pursuant to Minnesota Statutes § 471.59, the Members are empowered to provide assistance to, and act in coordination with, other political subdivisions within the State of Minnesota as deemed necessary to benefit the public; and

WHEREAS, pursuant to Minnesota Statutes § 465.717, the Members are empowered to incorporate the joint powers entity created by this Agreement as a Minnesota nonprofit corporation if deemed necessary or beneficial to the Members; and



WHEREAS, the Members wish to cooperatively engage in the establishment, operation and maintenance of a countywide public safety answering point and communications center for law enforcement, fire, emergency medical services (EMS), and other public safety services for the mutual benefit of all; and WHEREAS, by creating the DCC the Members intend to provide a level of public safety communications services to Dakota County communities that is commensurate with industry standards; and

WHEREAS, each Member represents that it is duly qualified and authorized to enter into this Agreement and will comply with its respective obligations and responsibilities as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, the Members agree as follows:

ARTICLE I: PURPOSE

Through this Agreement and the authority provided by Minnesota Statutes § 471.59 to act cooperatively, the Members hereby create a joint powers entity referred to as the DCC for the following purposes:

To acquire and provide the facilities, infrastructure, hardware, software, services and other items necessary and appropriate for the establishment, operation and maintenance of a joint law enforcement, fire, EMS, and other emergency communications system for the mutual benefit of the Members and the people of Dakota County;

To provide public safety communications system services to other governmental units that are not Members through a fee for service contract;

To define the rights and obligations of the Members with respect to the establishment, operation and maintenance of the DCC; and

To provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding public safety communications, information systems, and statistical matters within Dakota County, Minnesota.

ARTICLE II: TERM

This Agreement shall be effective upon execution by all the parties hereto and shall continue until terminated as provided in Article XI. No party may withdraw from this Agreement from the date this Agreement is executed by all parties until five (5) years from the initial date of operation of the DCC (the Initial Term). The Board of Directors shall determine the initial date of operation of the DCC.



ARTICLE III: POWERS

The DCC shall have the following powers in its own name:

- a.) To take actions necessary and convenient to discharge the duty to implement, maintain, and operate a countywide public safety communications center;
- b.) To adopt ByLaws and rules or policies consistent with this Agreement that are required to effectively exercise the powers or accomplish the objectives of the DCC;
- c.) To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to the Members of the DCC;
- d.) To enter into contracts in its own name, including contracts to provide public safety communications services to other governmental units who are not Members;
- e.) To acquire, lease, hold, and dispose of property, both real and personal, including transfer of property from a Member to the DCC;
- f.) To incur debt obligations that do not exceed ten years, liabilities or other obligations necessary to accomplish its purposes that are consistent with any financial and debt policies established by the Board of Directors, or to arrange with one or more of the Members to incur debt or issue bonds for the benefit of the DCC, as permitted by law;
- g.) To operate and maintain a communications system that will receive calls for law enforcement, fire, and emergency medical services (EMS) services and dispatch field units in response to such calls;
- h.) To hire, discipline or discharge employees required to accomplish the purposes of this Agreement including employing an Executive Director and delegating authority to the Executive Director as determined by the Board of Directors;
- i.) To purchase any insurance or indemnity or surety bonds as necessary to carry out this Agreement and the purposes of the DCC;
- j.) To seek, apply for and accept appropriations, grants, gifts, loans of money or other assistance as permitted by law from any person or entity, whether public or private;
- k.) To sue;
- l.) To exercise all powers necessary and incidental to carrying out the purposes set forth in Article I of this Agreement;
- m.) To charge fees to Members or other governmental entities for special services or communications system functionality that is not provided to all Members; and
- n.) To incorporate the DCC as a Minnesota nonprofit corporation if approved by a majority of the Board of Directors.

ARTICLE IV: MEMBERSHIP

4.1 Definition of Members

All parties to this Agreement are Members of the DCC. No Member may withdraw from this Agreement during the Initial Term of this Agreement.



4.2 Requirement of Good Standing

Continued Membership in the DCC shall be contingent upon the payment by each Member of an annual assessment and any additional fees as determined by the Board of Directors consistent with the financing procedures set forth in Article IX hereunder.

4.3 Addition of New Members

Any unit of government within Dakota County that has at least 10,000 residents and maintains a law enforcement agency is eligible for Membership in the DCC. A new Member may be added to the DCC if first approved by the Board of Directors and if the existing Members and the unit of government seeking membership execute an amendment to this Agreement to add the new Member upon the terms as agreed to by them. Any unit of government that becomes a Member of the DCC after the execution of this Agreement shall be subject to all existing debts and liabilities of the DCC on a proportionate basis to the same extent as all then existing Members. In addition, any new Member shall be solely liable for all costs of adding or modifying hardware, software or services necessary to effectively accommodate the operational needs of the new Member, and of insuring that there is no degradation of existing capability due to the new Member's needs, as determined by the Board of Directors. Each new Member shall pay a proportionate share of the normal, continuing operating expenses of the DCC as well as a proportionate share of any special assessment, as approved from time to time by the Members. An entity seeking to become a Member may be required to and shall pay one-time initiation, assessment or capital investment fees or establish an escrow account for such fees as determined by the Board of Directors.

4.4 Withdrawal of Member

Withdrawal of any Member after the Initial Term of this Agreement shall not terminate this Agreement except as provided in Article XI. Withdrawal shall be accomplished as set forth in Article XII of this Agreement. Withdrawal shall not discharge any liability incurred or chargeable to any Member before the effective date of withdrawal. No Member is entitled to a refund of cost-sharing assessments or other fees imposed by the Board of Directors that have been paid to, or is owed to, the DCC on the effective date of withdrawal.

ARTICLE V: BOARD OF DIRECTORS

5.1 Membership on the Board

There is hereby established a Board of Directors of the DCC which shall consist of an elected official from each Member. These Directors shall serve without salary, but may be reimbursed for expenses incurred in connection with DCC business as determined by the Board of Directors. Each Member shall designate one named elected official as a Director consistent with the term and procedures set forth in the ByLaws adopted by the Board of Directors. Each Member may also designate one named elected official as an Alternate Director to attend Board meetings and vote on measures brought before the Board when a Director is absent, consistent with the procedures set forth in the ByLaws.



If any Director or Alternate Director ceases to be an elected official of a Member during his or her term, such seat shall be vacant until a successor elected official is appointed by such Member.

5.2 Powers of the Board

The Board of Directors shall have the following powers and duties:

- a.) provide policy leadership and approve the general policies of the DCC relating to budget, finance, and legal matters;
- b.) contract with a Member or third party for auditing, financial, human resources, legal and other services as needed for the DCC;
- c.) adopt Board ByLaws and amend the ByLaws from time to time as it deems necessary;
- d.) approve changes to the membership of the DCC;
- e.) approve contracting and purchasing policies for the DCC;
- f.) approve the annual operating and capital budget, cost allocation formula, Member fees and assessments of the DCC;
- g.) hire, discipline, terminate and set the compensation for the Executive Director; and
- h.) incur debt and approve financial obligations of the DCC that are significant in amount and non-recurring. Board approval is not required for payment of monthly budgeted expenditures and employee salaries and benefits.
- i.) incorporate the DCC as a Minnesota nonprofit corporation as permitted by Minnesota Statutes § 465.717, subdivision 2, if approved by a majority of Members at a meeting of the Board of Directors.

5.3 Voting by Directors

Each Member of the DCC shall have one seat on the Board of Directors and is entitled to one vote. The Directors' votes shall be non-weighted (all votes having the same weight) when voting on matters coming before the Board, except as provided below. The Directors' votes shall be weighted when the Board is exercising its powers under Section 5.2 (f) and (h) of this Agreement.

The comparative weight of each Director's vote on those matters is determined by the proportionate share of the DCC annual operating and capital budget for that calendar year that is the responsibility of the Member casting that vote.

The Board of Directors shall arrange for or contract with one or more of its Members or an independent contractor to provide personnel/human resource, accounting and finance, procurement/contracting, payroll administration and legal services for the DCC.

The DCC shall not create its own personnel/human resource, accounting and finance, procurement/contracting, payroll administration or legal departments unless approved by a four-fifths (4/5) majority of the Board of Directors by non-weighted votes.



After the first full year that the DCC is in operation, the Board of Directors may amend the cost allocation formula and associated definitions by a 2/3 majority of the weighted vote total of those Members present and voting at a properly noticed Board of Directors meeting.

In case of a tie vote, the Chair of the Board of Directors shall cast a second and deciding vote. No proxy votes or absentee voting shall be permitted except as provided in this Agreement or in the ByLaws of the Board.

5.4 Board Meetings

a.) The Board of Directors shall have regular meetings at least twice each calendar year at a date, time, and location included in the meeting notices. The Board may schedule more regular meetings as it deems appropriate or as established by the ByLaws adopted by the Board. At least 30 days prior notice shall be provided to each Member, Director, and Alternate Director of the date, time, and location of such regular meetings.

b.) A special meeting of the Board of Directors may be called by its Chair, or by any four Directors of the Board consistent with the procedures set forth in the ByLaws.

Officers of the Board of Directors

a.) Officers of the Board of Directors shall consist of a Chair and Vice Chair. The Chair and Vice Chair shall be elected from among the Directors of the DCC. The officers shall hold office for the terms and under the conditions set forth in the ByLaws adopted by the Board of Directors. Page 7 of 33

b.) Chair: The Chair of the Board shall Conduct meetings of the Board of Directors, sign, with the Executive Director, any instrument which the Board of Directors has authorized to be executed, or as authorized by the ByLaws or approved DCC procedural rules of operation, and perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board of Directors from time to time, provided that such actions are consistent with this Agreement and the ByLaws.

c.) Vice Chair: In the event of the absence of the Chair, or in the event of the inability or refusal of the Chair to act, the Vice Chair of the Board shall perform the duties of Chair.

5.6 Secretary of the Board of Directors

The Executive Director of the DCC shall serve in the administrative role of Secretary to the Board and shall keep the minutes of the meetings of the Board of Directors, see that all notices are duly provided and/or published in accordance with the provisions of this Agreement and the ByLaws adopted by the Board of Directors or as otherwise required by law, act as custodian of the business records of the DCC, and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.



A high-level outline of the governing organizational structure of the DCC is graphically represented in Attachment A.

ARTICLE VI: EXECUTIVE COMMITTEE

6.1 Membership on the Executive Committee

There is hereby established an Executive Committee of the DCC, the members of which shall serve without salary and shall oversee the operations and functions of the DCC as set forth in this Article and the ByLaws of the Committee. The Executive Committee shall consist of the chief administrators of each Member. Each Member shall have one seat on the Executive Committee. Each Member may also designate a second employee or staff person as an alternate representative to attend Committee meetings and vote, on behalf of such Member, on matters brought before the Committee when a representative is absent, consistent with the procedures set forth in the ByLaws. Each representative and alternate representative shall serve without salary, but each may be reimbursed for necessary expenses incurred in connection with the DCC business, as determined by the Board of Directors. If any Committee representative ceases to be the chief administrator of a Member, such seat may be occupied by the alternate representative until a successor chief administrator or interim chief administrator is appointed by such Member.

6.2 Purpose and Powers of the Committee

The Executive Committee shall have the following powers and duties:

- a.) provide direction and oversight of the operations of the DCC, subject to the policy direction established by the Board of Directors, and within the limits fixed by the operating and capital budgets, provided that no financial obligation exceeding the amount of the approved budget shall be incurred by the Executive Committee without the prior consent of the Board of Directors;
- b.) carry out the policy decisions of the Board of Directors and make recommendations to the Board of Directors;
- c.) adopt Committee ByLaws and amend the ByLaws from time to time as it deems necessary;
- d.) review all administrative decisions concerning personnel, development efforts, operations, cost sharing, expenditure approval, utilization of personnel and equipment, and operational decisions made by the Executive Director as deemed necessary by the Committee;
- e.) assist the Board of Directors in the recruitment of candidates for the position of Executive Director and the review of candidate qualifications and provide recommendations to the Board of Directors on the hiring, termination and review of the performance of the Executive Director;
- f.) conduct an annual evaluation of the Executive Director's performance and present its findings and recommendations to the Board of Directors before the date the Board approves the annual operating and capital budgets;
- g.) establish and assign tasks to advisory subcommittees as the Committee deems necessary;
- h.) make recommendations to the Board of Directors on changes to the membership of the DCC;



i.) Review, modify, and approve to the proposed annual operating and capital budgets prepared by the Executive Director prior to submittal to the Board of Directors.

6.3 Voting by Committee Members

Each Member is entitled to one vote at committee meetings and each vote shall be non-weighted (each vote having equal weight). In the case of a tie, the Chair of the Executive Committee shall cast a second and deciding vote. Only the chief administrator, or the designated alternate representative of a Member in the absence of the chief administrator, shall vote on matters coming before the Executive Committee.

No proxy votes or absentee voting shall be permitted except as provided in this Agreement or in the ByLaws of the Committee.

6.4 Meetings

a.) Regular meetings of the Executive Committee shall be held as needed, but at least quarterly. At least 15 days prior notice shall be provided to each committee member of the date, time, and location of such meetings.

b.) Special meetings of the Executive Committee may be called by its Chair, or any four members of the Executive Committee acting in concert, consistent with the procedures set forth in the ByLaws or operating procedures adopted by the Committee.

6.5 Officers of the Executive Committee

Officers of the Executive Committee shall consist of a Chair and a Vice Chair. The Chair and Vice Chair shall be elected from among the representatives of the Members serving on the Executive Committee. The officers shall hold office for the terms and under the conditions set forth in the ByLaws adopted by the

Executive Committee.

a.) Chair. The Chair shall conduct meetings of the Executive Committee and shall serve as the liaison between the Board of Directors and the Executive Committee. The Chair may sign, with the Executive Director, any instruments, which the Executive Committee, acting as a Committee, has authorized to be executed or as authorized by the DCC procedural rules of operation. The Chair shall also perform all duties incident to the office of Chair and such other duties as may be prescribed by the Executive Committee from time to time, provided that such actions are consistent with this Agreement and the ByLaws.

b.) Vice Chair. In the absence of the Chair or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of Chair. The Vice Chair shall perform such other duties as may be requested by the Chair.



ARTICLE VII: EXECUTIVE DIRECTOR

7.1 Appointment and Vacancy

- a.) The DCC shall have a chief operating officer of the title Executive Director. The Executive Director shall be the administrative head of the DCC and shall report to the Executive Committee for the administration and operation of the DCC. The Executive Director shall be an employee of the DCC.
- b.) The Executive Director shall have appropriate administrative and executive qualifications for the position and shall have actual experience in and knowledge of accepted practices for a public safety communications system.
- c.) Any vacancy in the office of Executive Director shall be filled as soon as possible after the effective date of such vacancy. In the case of absence or disability of the Executive Director, the Board of Directors may designate any other qualified person to carry out the duties of the Executive Director during such absence or disability.

7.2 Powers and Duties

The responsibilities and duties of the Executive Director shall include the following:

- a.) To attend meetings of the Board of Directors, the Executive Committee and the Operations Committee;
 - (1) The Executive Director shall have the right to take part in the discussion of all matters coming before the Board of Directors, the Executive Committee, and the Operations Committee but shall have no vote thereon;
 - (2) The Executive Director shall be entitled to and be given notice of all meetings, regular and special, of the Board of Directors, the Executive Committee and the Operations Committee;
 - (3) When the Executive Director is unable to attend a meeting, the Executive Director may appoint a DCC staff member to attend;
- b.) To appoint, evaluate, promote, demote or remove employees of the DCC pursuant to the approved DCC budget and in accord with the policies and procedures of the DCC;
- c.) To recommend to the Executive Committee for adoption such policies and procedures as may be deemed necessary or expedient for the efficient operation of the DCC;
- d.) To direct and oversee the day-to-day operations of the DCC and its employees and to expend operating and capital budgets consistent with the policies and direction of the Board of Directors;
- e.) To enforce, administer, and implement the policies of the DCC as established by the Board of Directors and Executive Committee;
- f.) To prepare a quarterly report of the DCC activities and provide copies to the Board of Directors and the Executive Committee;
- g.) To prepare a proposed annual operating and capital budget as well as a report of estimated revenues in order to determine the estimated funds necessary to defray the expenses of the DCC for each fiscal year and to present the proposed operating and capital budget to the Executive Committee in the manner set forth under Article IX herein;



- h.) To serve as a staff resource to the Executive Committee and the Operations Committee and coordinate the activities of the respective committees as required;
- i.) To serve as a Member of regional committees, organizations, and forums related to public safety communications and represent the collective interests of the DCC and its Members as required;
- j.) To communicate regularly with the Members and other agencies utilizing the DCC communication services about operational, policy and training issues;
- k.) To keep minutes of the meetings of the Board of Directors, Executive Committee, and Operations Committee and see that all notices of the Board and Committee are duly provided and/or published in accordance with the provisions of this Agreement and the ByLaws adopted by the Board, Executive Committee and Operations Committee or as otherwise required by law;
- l.) To act as custodian of the business records of the DCC; and
- m.) To perform such other duties as may be delegated from time to time by the Board of Directors or by the Executive Committee.

ARTICLE VIII: OPERATIONS COMMITTEE

8.1 Membership on the Operations Committee

Each law enforcement agency and fire agency of a Member of the DCC and the Dakota County Joint EMS Council shall have one seat on the Operations Committee. Each law enforcement agency, fire agency and the Dakota County EMS Council shall designate a primary member and an alternate member to the Committee. Each law enforcement agency and fire agency of a community that is served by the DCC but is not a Member of the DCC may participate in the Operations Committee as a non-voting, ad-hoc member. The Executive Director shall provide staff support to the Operations Committee and its subcommittees and shall provide information and guidance to the Committee and subcommittees as needed.

8.2 Purpose and Powers of the Committee

There is hereby established an Operations Committee of the DCC. The Operations Committee may establish and abolish advisory subcommittees, as it deems necessary. Initially, the Committee will have two subcommittees – the Law Enforcement Subcommittee and the Fire/EMS Subcommittee. The Members of the Operations Committee and its subcommittees shall serve without compensation and shall be available to the DCC Executive Director and Executive Committee to assist in the coordination of:

- Unified radio procedures.
- DCC procedural changes that affect one or more Members of the DCC.
- Field training and back up exercises.
- DCC and Members' records management functions.
- The orderly transmittal of inquiries regarding the handling of specific matters by the DCC.
- Obtaining and preparing recommendations concerning operational input from the Executive Director of the DCC and the Members' public safety departments.



The Operations Committee Shall have the Following Powers and Duties:

- a.) Be the personal contact at each Member's law enforcement or fire/EMS department for the Executive Director for daily procedural and operational issues;
- b.) Provide liaison to the DCC Executive Director in the coordination and preparation of unified procedures and policies;
- c.) Be a resource for the Executive Committee in researching special topics of interest;
- d.) Forward comments and inquiries on the operation of the DCC from their respective agencies to the Executive Director after initial local review and screening;
- e.) Coordinate field training and back-up exercises;
- f.) Perform any other duties as required by the Executive Committee.

8.3 Voting by Committee Members

It is expected that decisions and recommendations of the Operations Committee shall be made by consensus, but where consensus does not exist, the following procedure shall apply:

- a.) Each Member of the DCC shall have a maximum of two votes on the Operations Committee – one from the law enforcement agency and one from the fire agency of that Member. A Member that operates a joint law enforcement or fire agency with another Member shall continue to have a voting seat on the Operations Committee for each joint agency. A Member that has only a law enforcement agency or fire agency is entitled to one vote. The Dakota County EMS Council shall have one vote on the Operations Committee. Votes shall be cast by the representative of each agency (or by his/her designated alternate, if such representative is absent) as the official representative to the Operations Committee.
- b.) No proxy votes or absentee voting shall be permitted except as otherwise provided in the ByLaws of the Executive Committee.
- c.) Membership and voting on subcommittees established by the Operations Committee shall be as required by the ByLaws of the Committee or the resolution of the Committee that establishes the subcommittee. Each Member that maintains a law enforcement agency individually or jointly with another Member shall have one representative and one vote on the Law Enforcement Subcommittee. Each Member that maintains a fire agency individually or jointly with another Member shall have one representative and one vote on the fire agency Subcommittee.

8.4 Meetings and Actions

The Operations Committee shall meet at least six times each year and may schedule additional meetings as deemed necessary and appropriate by the Membership. The meetings will be conducted in compliance with any direction provided to the Committee by the Executive Committee, subject to the policies established by the Board of Directors and the Executive Committee. Except as otherwise stated in the ByLaws, no action of the Operations Committee or its subcommittees shall be in effect until approved or ratified by



the Executive Committee or, if deemed necessary by the Executive Committee, until approved or ratified by the Board of Directors.

Any law enforcement, fire or EMS agency that receives dispatch services from the DCC may appear before the Operations Committee or its subcommittees to discuss concerns, complaints or other operational issues concerning the DCC. If the agency is not satisfied with the action or lack of action taken by the Operations Committee, that agency may appear before the Executive Committee to discuss the actions or policies of concern. Prior to appearing before the Executive Committee, the agency shall meet and confer with the Executive Director about the issues to be discussed with the Executive Committee.

ARTICLE IX: BUDGET

9.1 Recommended Annual Budget

The Executive Director shall prepare a proposed annual operating and capital budget for the Executive Committee no later than May 1st of each year to allow the Executive Committee members to consult with their respective governing bodies and prepare a recommended annual operating and capital budget for consideration by the Board of Directors. An annual operating and capital budget shall be adopted by the Board of Directors at a regular meeting before September 1st each year. If the Board fails to adopt a budget by September 1st, the budget from the current year shall be deemed approved for the next year. This requirement to adopt a budget at a regular meeting of the Board by September 1st does not apply to the calendar year in which this Agreement is first executed.

9.2 Distribution of Recommended Budget

No later than May 1st, copies of the proposed operating and capital budget as recommended by the Executive Director shall be delivered to each Executive Committee Member.

9.3. Review by Executive Committee

Not later than August 1st of each year, the Executive Committee shall review the annual operating and capital budget as proposed by the Executive Director and make such modifications, as it deems proper. Following approval by the Executive Committee, the proposed operating and capital budget shall be submitted to the Board of Directors for final approval.

9.4 Allocation of Costs to Members

The cost of the operations and maintenance, and capital projects of the DCC will be shared by the Members. At the time of approval of the annual operating and capital budget, the Board of Directors shall fix the cost-sharing charges for all Members and any other participants in the DCC in amounts sufficient to provide the funds required by the approved annual operating and capital budget for the following year. Each Member shall take all required actions to authorize the funds necessary to meet its obligations under the approved annual operating and capital budget.



From the effective date of this Agreement as defined in Article II until the completion of the first full calendar year that the DCC is in operation, the allocation of annual operating and capital budget costs to Members shall be based upon the Cost Allocation Model contained in Table I of Attachment B, which is incorporated into and made a part of this Agreement. When the Board adopts an operating budget and cost allocation for 2006, it shall also adopt a budget and cost allocation for 2005 to cover the expenses the DCC has incurred or will incur for the period from the effective date of this Agreement to December 31, 2005.

After the first full calendar year that the DCC is in operation, the allocation of annual operating and capital budget costs to Members shall be based on the percentage of the total number of events processed by the DCC in the previous twelve months that are attributable to that Member. An event is defined as a Computer Aided Dispatching system (CAD) event (transaction as logged), a 9-1-1 telephone call processed, a ten-digit telephone call for service processed, and, when the DCC is able to capture this information, the number of data system inquiries processed by DCC employees. The calculation of the annual operating and capital cost allocation after commencing operations will be based on the formula in Attachment B, Table 3, which is incorporated into and made a part of this Agreement.

During the first five years that the DCC is in operation, the County of Dakota will provide a cash subsidy toward the operational budget in the amount of \$62,500 per month based upon the Allocation of County Subsidy contained in Table 2 of Attachment B. The amount of the County of Dakota subsidy for twelve months of DCC operation will be \$750,000. The County of Dakota is not obligated to provide an operational budget subsidy after the initial five years of DCC operations.

9.5 Billing and Delinquent Payments

Invoices for the cost-sharing charges shall be provided to Members monthly. Any Member whose charges have not been paid within thirty (30) days after billing shall be assessed interest on the delinquent payment(s) at a rate determined by the Board of Directors, not to exceed the maximum authorized by law at the time the payment becomes delinquent. The Directors and representatives of a Member that is delinquent on such payment shall not be entitled to vote on any matters coming before the Board of Directors or the Executive Committee until all delinquent payments and interest have been paid.

9.6 Expenditure of the Annual Budget.

The Board of Directors and/or the Executive Committee may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved operating and capital budget. After adoption of the annual operating and capital budget by the Board of Directors, the Executive Director and the Executive Committee shall make all expenditures in accordance with such budget. Purchases and/or letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board of Directors, consistent with Minnesota law.



The Executive Director shall have the power to transfer funds within the total annual operating budget in order to meet unanticipated needs or changed situations. The Executive Director shall not transfer funds within the total annual capital budget or between the operating budget and capital budget. The Executive Director shall report any transfer of funds within the annual operating budget to the Board of Directors and the Executive Committee in the Director's next quarterly report.

9.7 Credit or Payment to Members for Services

The Board of Directors may approve contract payments or cost-allocation credits to any Member that provides services, resources or property to the DCC.

ARTICLE X: AUDIT

The Board of Directors shall call for an annual audit of the financial affairs of the DCC, to be performed by an independent Certified Public Accountant retained by the Board in accordance with generally accepted auditing principles. A copy of the annual audit report shall be provided to each Member.

ARTICLE XI: TERMINATION AND DISSOLUTION

11.1 Termination.

This Agreement shall terminate upon the occurrence of any one of the following events:

- a.) When 4/5^{ths} of the Members agree by non-weighted voting, pursuant to a resolution of their governing bodies, to terminate the Agreement.
- b.) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.

11.2 Effect of Termination.

Upon the occurrence of one or more of the events in Section 11.1, the DCC shall be terminated and dissolved in accord with the provisions hereof.

- a.) Termination shall not discharge any liability incurred by the Board or by the Members during the term of this Agreement.
- b.) Each Member shall be liable for its own acts and for the acts of the Board to the extent provided by law and this Agreement.
- c.) Property that is owned by the DCC at the time of termination, including any surplus money, shall be divided among the units of government that are Members of the DCC at the time of termination, in proportion to their average respective regular and special assessment payments toward the operating and capital budgets for the preceding three (3) fiscal years. If liabilities exceed all assets, the difference shall be made up by contributions from all Members on a proportionate basis according to the then prevailing annual budget assessment formula.
- d.) The Board shall approve a final report of its activities and affairs prior to dissolution of the DCC.
- e.) Upon such termination and dissolution, and after payment of all debts, all files and documentation shall be distributed to the Member community that has jurisdiction of the subject matter of the file or



documentation without charge or offset. Records of the DCC shall be retained by the County of Dakota consistent with its current document retention schedules.

f.) Equipment and property that is owned by an individual Member or Members that is being used by the DCC at the time of termination shall be returned to the owner(s) upon termination and dissolution of the DCC.

ARTICLE XII: WITHDRAWAL OF A MEMBER

At any time after the Initial Term of this Agreement, any Member may withdraw from the DCC subject to the provisions of this Article.

- a.) Such withdrawing Member shall give written notice before July 1st of any year and at least 18 months prior to the intended date of withdrawal, in the form of a certified copy of a resolution passed by its governing body, a copy of which must be mailed or delivered to the Executive Director of the DCC and the Chairs of the Executive Committee and Board of Directors.
- b.) Sixty (60) days notice provided by the Executive Director or the Board of Directors to any Member of its nonpayment of cost allocation fees as set forth herein, and/or the refusal or declination of any Member to be bound by any obligation of the DCC, shall also constitute notice of withdrawal of such Member, and if the Member fails to cure nonpayment or refuses to comply with an obligation within the Sixty days (60), withdrawal of that Member from the DCC shall become effective on the Sixty First day after mailing of said notice. The Force Majeure provisions of Article XV apply to a non-payment of charges and fees and the refusal or declination of a Member to act.
- c.) Withdrawal of a Member shall also constitute withdrawal of its representatives to the Board of Directors, the Executive Committee and the Operations Committee and subcommittees.
- d.) The withdrawing Member shall forfeit any and all interest, right and title to DCC property and assets of any type whatsoever.
- e.) The withdrawing Member shall be liable for all costs incurred by the DCC as a result of the Member's separation and withdrawal. This may include, but is not necessarily limited to, legal fees, court costs and interest-on late payment of obligations.
- f.) The withdrawing Member shall continue to be responsible for:
 - One hundred (percent of that Member's pro rata share of the operating costs of the DCC that are incurred up to the date of withdrawal, and One hundred percent of that Member's pro rata share of any capital debts, liabilities or obligations of the DCC that were incurred prior to the date of providing notice of intent to withdraw and are due and payable before the effective date of withdrawal.
 - For any contractual obligations, it has separately entered into with the DCC.



ARTICLE XIII: INSURANCE AND INDEMNIFICATION

13.1 Insurance and Limitations on Liability

The DCC shall purchase insurance for the operation, equipment, and facilities of the DCC and workers compensation insurance for DCC employees, as the Board of Directors or Executive Committee deems necessary. Such insurance shall name each Member as an additional insured, and may name other entities that purchase communications services from the DCC as additional insureds if deemed appropriate. By purchasing insurance the Members do not intend to waive, and shall not be interpreted to constitute a waiver by any Member of limitations on liability or immunities provided by any applicable Minnesota law, including Minnesota Statutes, Chapter 466.

If the DCC incurs a legal liability that is not covered by insurance, is within its statutory liability limitations and to which no liability exemption or immunity applies, that liability shall be paid by contributions from all Members on a proportionate basis according to the then prevailing annual operating budget assessment formula. If the Board of Directors incorporates the DCC as a nonprofit corporation, the Members shall collectively be responsible for any liability not covered by insurance only to the extent required by law.

13.2 Third Party Action Against a Member

Each Member that is subject to a claim of any nature commenced by a person or entity that is not a Member of the DCC, which arises as a consequence of the acts or omissions of such Member's personnel in responding to, or providing emergency services pursuant to a dispatch by the DCC shall, at such Member's sole expense, indemnify and save free and harmless any other Member, and its officers, employees and agents from any cost, expense, attorney fees, judgment or liability of any nature when any other Member is subject to the same claim solely as a consequence of such other Member being a Member of the DCC.

13.3 Third Party Action Against the DCC

In the event the DCC and/or its Directors, officers, employees and agents are subject to a claim of any nature which arises as a consequence of the acts or omissions of Member's personnel in responding to or providing emergency services pursuant to a dispatch by the DCC, such Member shall at its sole expense, indemnify and save free and harmless from any cost, expense, attorney fees, judgments or liability of any nature the DCC and/or its officers, Directors employees and agents unless it is determined that the officers, Directors, employees and/or agents of the DCC acted in a negligent or intentionally wrongful manner in connection with dispatching the personnel of the Member.

13.4 Member Action Against the DCC

In the event that any Member should file suit or an action against the DCC, all representatives of that Member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings related to the defense of the suit or action.



The Member's representatives shall have no direct access to any written communication concerning the matter except by legal process, and no representative of the Member shall be allowed to vote on any issue related to the suit or action.

ARTICLE XIV: RESOLUTION OF DISPUTES

The Members agree to engage in good faith efforts to resolve any disputes that arise over the establishment, operation or maintenance of the DCC. Members that have concerns about the operations of the DCC may appear at meetings of the Operations Committee, Executive Committee and Board of Directors to discuss issues of concern.

ARTICLE XV: FORCE MAJEURE

A Member shall not be liable to the DCC or another Member for the failure to perform an obligation under this Agreement due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting Member gives notice to the Board of Directors and Executive Committee as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

ARTICLE XVI: MISCELLANEOUS PROVISIONS

16.1 Entire Agreement: This Agreement shall supersede all prior oral or written statements, agreements, and understandings between or among the parties hereto with respect to the establishment and operation of a countywide public safety communications center.

16.2 Attorneys' Fees: In the event of litigation relating to the Agreement, the prevailing party (e.g. the party whose position is substantially upheld) shall be entitled to recover from the losing party any costs or reasonable attorney's fees incurred by the prevailing party in connection with such litigation.

16.3 Severability: If any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the remaining terms of this Agreement to the extent not inconsistent with any such holding, shall not be affected thereby if such remaining terms would then continue to conform with the requirements of applicable laws.

16.4 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement.



16.5 Waiver: Any right or remedy that a party may have under this Agreement may be waived in writing by such party without the execution of a new or supplementary agreement, but any such waiver shall not affect the future exercise of the rights of such party hereunder (to the extent not previously waived in writing) or any other rights of the parties not specifically waived. No waiver of any right or remedy by any party at any one-time shall be deemed to be a waiver of any such right or remedy in the future.

16.6 Amendments, Modifications: This Agreement may be amended or modified only by a written document, duly executed by all parties that are Members of the DCC on the date the amendment is executed.

16.7 Section Headings: The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

16.8 Governing Law: The respective rights, obligations, and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.

16.9 Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto.

16.10 Further Assurances: Each party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts at no cost to such party as the other party may reasonably request to further effectuate or confirm the intent of this Agreement.

16.11 Good Faith: In exercising its rights and fulfilling its obligations hereunder, each party shall act in good faith. Each party acknowledges that this Agreement contemplates cooperation between and among the parties.



IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

Approved by the City Council **CITY OF APPLE VALLEY**

Date _____ By _____
Date of Signature Attest and Date of Signature

(NOTE: Identical signature blocks appear for the following:)

Approved by the City Council **CITY OF BURNSVILLE**

Approved by the City Council **CITY OF EAGAN**

Approved by the City Council **CITY OF FARMINGTON**

Approved by the City Council **CITY OF HASTINGS**

Approved by the City Council **CITY OF INVER GROVE HEIGHTS**

Approved by the City Council **CITY OF LAKEVILLE**

Approved by the City Council **CITY OF MENDOTA HEIGHTS**

Approved by the City Council **CITY OF ROSEMOUNT**

Approved by the City Council **CITY OF SOUTH ST. PAUL**

Approved by the City Council **CITY OF WEST ST. PAUL**

Approved by Dakota County Board **COUNTY OF DAKOTA**



PSAP Staff

**Executive Director
Emergency Communications**
*(Staff Resource to the Executive and
Operations Committees)*

Operations Committee
*(Consensus When Possible; When Voting, 1 Seat - 1 Vote From Each
Fire & Law Enforcement Agency
Of The JPA Member Communities and the DakotaCountyEMS Council
With The Chair As Tiebreaker)*

Executive Committee
*(Chief Administrative Officers of Member
Jurisdictions with voting as per Section 6.3)*

Board of Directors
(Elected Officials with voting as per Section 5.3)

County Board

City Councils

Attachment A: Dakota Communications Center Joint Powers Agreement Organizational Structure



Dakota Communications Center JPA

Attachment B

Table 1 – Budget Cost Allocation Model for Joint Dispatch Applies to all time periods prior to operation

Community	Apple Valley	Burnsville	Dakota County	Eagan	Farmington	Hastings	Inver Grove Heights	Lakeville	Mendota Heights	Rosemount	South Saint Paul	West Saint Paul
% of Total Activity	12.60	17.09	6.97	18.00	4.83	4.08	6.39	11.48	1.74	4.89	5.87	6.04

Percentages calculated based on end of year activity totals for 2004; these percentages were calculated during the HiPP Joint Dispatch Project and presented as back-up data to the City and County resolutions for participation in a Countywide Joint Dispatch Operation (Cost Model 2 Revision 050405).

Table 2 – Allocation County Subsidy

The County has agreed to provide a subsidy for the first five years (60 months) of operation for the joint dispatch entity. This subsidy will be \$750,000 for the first twelve months. After the first full year of Joint Dispatch Operation, the County Subsidy amount will be adjusted by the U.S. Dept. Labor Bureau of Labor Statistics Consumer Price Index – All Urban Consumers for Minneapolis-St Paul for the previous calendar year. The table below illustrates the aggregate amount of the subsidy at a run rate of \$62,500 per month; this table is to be used to determine the subsidy amount on a pro-rated basis for the first calendar year period that joint dispatch is “operational”.

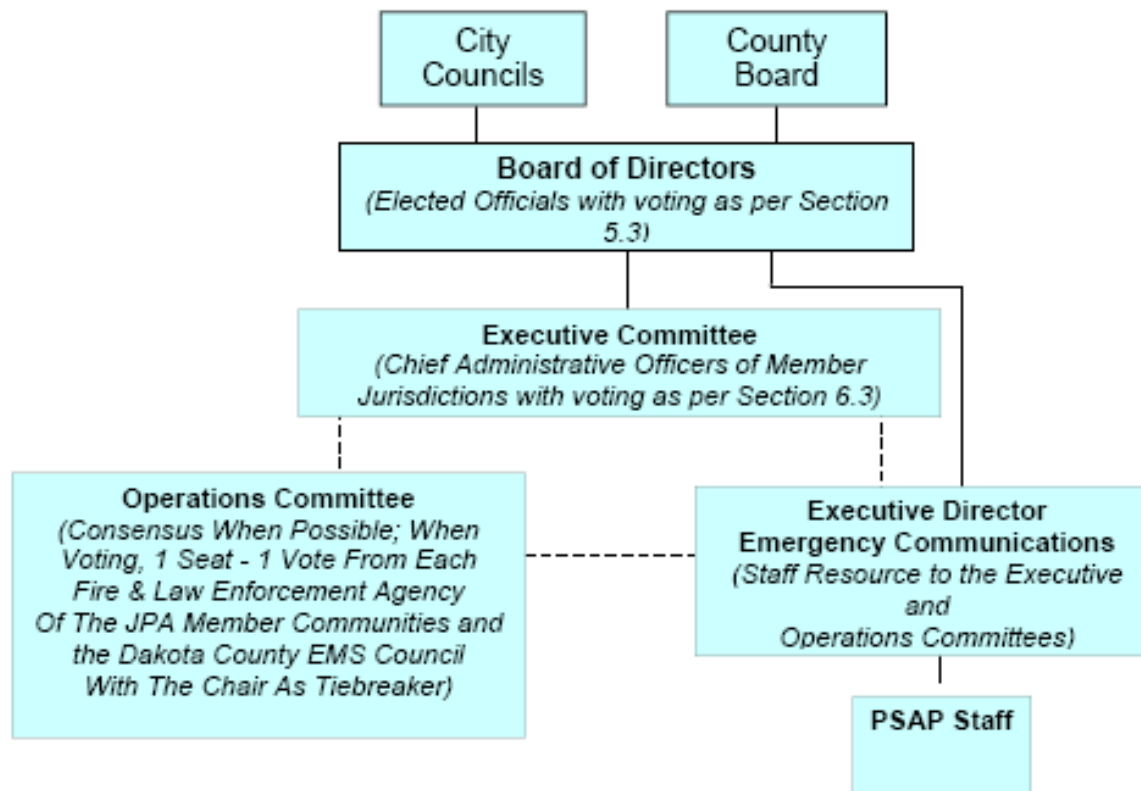
Annual Months of Operation	1	2	3	4	5	6	7	8	9	10	11	12
Amount of County Subsidy	\$62,500	\$125,000	\$187,500	\$250,000	\$312,500	375,000	\$437,500	\$500,000	\$562,500	\$625,000	\$687,500	\$750,000

Table 3 – Calculation of Annual Operating Cost Allocation after Joint Dispatch is Operational

Annual Share of Operating Costs = [Total Operating Costs – (Calculated County Subsidy)] x Percent of Total Activity for Community



Attachment A: Dakota Communications Center Joint Powers Agreement Organizational Structure





Dakota Communications Center (DCC) ByLaws March 16, 2006

Name

The name of the Joint Powers Board shall be the Dakota Communications Center, herein after referred to as the "DCC".

Purpose

The purpose of the DCC is to acquire and provide the facilities, infrastructure, hardware, software, services, and other items necessary and appropriate for the establishment, operations, and maintenance of the joint law enforcement, fire, EMS, and other emergency communications system for the mutual benefit of the members and the people of Dakota County.

Term

These ByLaws shall become effective upon approval by the DCC Board of Directors and shall continue in full force and effect for such time as the Joint Powers Agreement, dates September 20, 2005 remains in effect.

Organization

The DCC shall consist of a Board of Directors, an Executive Committee, and an Operations Committee. The Board of Directors shall provide policy leadership and approve the general policies of the DCC; the Executive Committee shall oversee the operations and functions of the DCC; and the Operations Committee shall be advisory to the Executive Director and the Executive Committee in the coordination and preparation of unified procedures and policies, coordinate field training and back up exercises, and be the contact at each member's law enforcement or fire/EMS department. The Operations Committee may establish subcommittees as necessary for the conduct of its duties. Initially, the Operations Committee shall have two subcommittees, Law Enforcement and Fire/EMS.

Appointments and Terms

5.1 Board of Directors

The governing body of the DCC is its Board of Directors, which consists of an elected official from each Member. Each Member shall appoint an elected official to serve as a Director, and an elected official to serve as an Alternate Director to serve in the absence of the named Director. Each Member shall appoint a Director and Alternate at the time the Joint Powers Agreement is approved. Thereafter, Farmington, Hastings, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul, and West St. Paul shall appoint a Director and an Alternate in January of each odd numbered year beginning in 2007, and Apple Valley, Burnsville, Dakota County, Eagan, and Lakeville shall appoint a Director and an Alternate in January of each even numbered year beginning in 2008.



Except for the first term, the term of each Director and Alternate shall be for two years. Directors and Alternates may be reappointed at the discretion of the Member.

Executive Committee

The Executive Committee shall consist of the chief administrators of each Member. Each Member shall appoint an alternate at the time the Joint Powers Agreement is approved. Thereafter, the Members shall appoint an alternate in January of every even numbered year, beginning in 2008. The term of the alternate shall be for two years.

Operations Committee

Each law enforcement agency, fire agency and the Dakota County EMS Council shall designate a primary member and an alternate member to the Committee after approval of the Joint Powers Agreement. Thereafter, the each law enforcement agency, fire agency, and the Dakota County EMS Council shall appoint a member and an alternate in January of each even numbered year beginning in 2008. The terms of the member and alternate shall be for two years.

Each law enforcement agency and fire agency of a community that is served by the DCC but is not a Member of the DCC may participate in the Operations Committee as a non-voting, ad-hoc member.

Officers and Terms

6.1 Board of Directors

1. The DCC Board of Directors shall elect a Chair and a Vice Chair from among the Directors at its first meeting after approval of the Joint Powers Agreement. Thereafter, the DCC Board of Directors shall elect a Chair and a Vice Chair at its first meeting of each even numbered year beginning in 2008.
2. The Chair and the Vice Chair shall serve two year terms or until their successors are elected. The term of office shall be at the close of the meeting at which the Chair and Vice Chair are elected. No member may hold more than one office at a time.
3. In the event of a vacancy in the office of Chair or Vice Chair, the Board members shall elect a replacement to serve for the remainder of the term at the first meeting following the vacancy.
4. The Chair's duties and responsibilities include representing the Board as its principal spokesperson; presiding at Board meetings; directing the preparation of the agenda for all Board meetings; and appointing members to special committees.
5. The Vice Chair shall exercise the duties and responsibilities of the Chair whenever the Chair is unable to serve.
6. The Chair and Vice Chair shall not serve for more than two consecutive terms.
7. The DCC Executive Director shall serve as the Secretary to the Board.



Executive Committee

1. The Executive Committee shall elect a Chair and Vice Chair from among its members at its first meeting after approval of the Joint Powers Agreement. Thereafter, the Executive Committee shall elect a Chair and Vice Chair at its first meeting of every even numbered year beginning in 2008.
2. The Chair and Vice Chair shall serve two year terms or until their successors are elected. The term of office shall be effective at the close of the meeting at which the Chair and Vice Chair are elected. No member may hold more than one office at a time.
3. In the event of a vacancy in the office of Chair or Vice Chair, the Committee members shall elect a replacement to serve for the remainder of the term at the first meeting following the vacancy.
4. The Chair's duties and responsibilities include representing the Executive Committee at its principal spokesperson; presiding at Committee meetings; directing the preparation of the agenda for all Committee meetings; and appointing members to special committees.
5. The Vice Chair shall exercise the duties and responsibilities of the Chair whenever the Chair is unable to serve.
6. The Chair and Vice Chair shall not serve for more than two consecutive terms.
7. The DCC Executive Director shall serve as the Secretary to the Executive Committee.

Operations Committee

1. The Operations Committee shall elect Co-Chairs, one from law enforcement and one from fire/EMS, at its first meeting after approval of the Joint Powers Agreement. Thereafter, the Operations Committee shall elect the police Co-Chair at its first meeting of every odd numbered year beginning in 2007, and the fire/EMS Co-Chair at its first meeting of every even numbered year beginning in 2008.
2. The Co-Chairs shall serve two year terms or until their successors are elected. The term of office shall be effective at the close of the meeting at which the Co-Chairs are elected.
3. In the event of a vacancy of a Co-Chair, the Committee members shall elect a replacement to serve for the remainder of the term at the first meeting of the Committee following the vacancy.
4. The Co-Chairs shall preside at all meetings and perform such duties as are normally associated with that position.
5. The Co-Chairs of the Operations Committee shall serve as the Chairs of their respective subcommittees.
6. The Co-Chairs shall not serve for more than two consecutive terms.
7. The DCC Executive Director shall provide staff support, including secretarial duties such as keeping minutes and sending minutes via email to all members and alternates, to the Operations Committee and its subcommittees.



Chair Pro-Tem

In the absence of the Chair and the Vice Chair of the Board of Directors, the Executive Committee, and both Co-Chairs of the Operations Committee, the remaining members of the Board or Committee shall elect from among themselves a Chair Pro-Tem who shall perform the duties of Chair for that meeting.

MEETINGS

7.1 Board of Directors

- a.) The Board of Directors shall have regular meetings as least twice each calendar year. The Chair upon agreement by a majority of the members may cancel regular meetings. Notice of such cancellation shall be provided as far in advance of the scheduled meeting as possible.
- b.) A quorum for the conduct of all business by the Board of Directors shall consist of a majority of the Directors, or in their absence Alternate Directors, then holding office.
- c.) For regular meetings, thirty days prior notice shall be provided to each Member, Director, and Alternate Director of the date, time, and location. Notice shall be provided in writing and by email.
- d.) Five days prior to each regular meeting, the Secretary shall send an agenda to each Director and Alternate Director and to each member of the Executive Committee. At the beginning of a regular meeting, any member may move to amend the meeting agenda.
- e.) Regular meetings of the Board will be conducted in the following order:
 1. Call the Meeting to Order;
 2. Roll Call;
 3. Approve Agenda;
 4. Consent Agenda
 5. Action Items;
 6. Information Updates and Discussion Items;
 7. Other Business;
 8. Adjourn.
- f.) Upon the request of any Board member, immediately preceding a vote by the Board, the Secretary shall repeat the motion, name of the person making the motion and the name of the person who has seconded the motion. Any Board member may request to have their vote entered in the minutes.
- g.) Special meetings may be called by the Chair, or by any four Directors.
- h.) For special meetings, three days written and email notice shall be provided to all Members, Directors and Alternate Directors that shall include an agenda specifying the subjects of such special meeting. The business conducted at a special meeting shall be limited to those items specified in the agenda.
- i.) When the member and their alternate are present a regular meeting or special meeting, only the member is to be seated at the meeting table.
- j.) When the member and their alternate are present at a regular or special meeting, only the member may cast votes and be recorded in the proceedings.



Executive Committee

- a.) The Executive Committee shall meet quarterly or more often as determined by the Chair. The Chair upon agreement by a majority of the members may cancel regular meetings. Notice of cancellation shall be provided as far in advance of the scheduled meeting as possible.
- b.) A quorum for the conduct of all business by the Executive Committee shall consist of a majority of members, or in their absence, alternate members.
- c.) For regular meetings, 15 days prior notice shall be provided to each Committee member and alternate of the date, time, and location. Notice shall be provided in writing and by email.
- d.) Five days prior to each regular meeting, the Secretary shall send an agenda to each member and alternate member of the Committee. At the beginning of a regular meeting, any member may move to amend the meeting agenda.
- e.) Regular meetings of the Committee shall be conducted in the following order:
 1. Call the Meeting to Order;
 2. Roll Call;
 3. Approve Agenda;
 4. Consent Agenda
 5. Action Items;
 6. Information Updates and Discussion Items;
 7. Other Business;
 8. Adjourn.
- f.) Upon a request of any Committee member, immediately preceding a vote by the Committee, the Secretary shall repeat the motion, name of the person making the motion and name of the person who has seconded the motion. Any Committee member may request to have their vote entered in the minutes.
- g.) Special meetings may be called by the Chair, or by any four members.
- h.) For special meetings, three days written notice and email notice shall be provided to all members and alternates that shall include an agenda specifying the subjects of such special meeting. The business conducted at a special meeting shall be limited to those items specified in the agenda.
- i.) When a member and their alternate are present at a regular meeting or special meeting, only the member is to be seated at the meeting table.
- j.) When a member and their alternate are present at a regular or special meeting, only the member may cast votes and be recorded in the proceedings.

Operations Committee

- a.) The Operations Committee shall meet six times per year, or more often as determined by the Co-Chairs. The Co-Chairs upon agreement by a majority of the members may cancel regular meetings. Notice of such cancellation shall be provided as far in advance of the scheduled meeting as possible.
- b.) A quorum for the conduct of all business by the Operations Committee and its subcommittees shall consist of a majority of the members, or in their absence, the alternate members.



- c.) Regular meetings of the Operations Committee shall be scheduled at the Committee's first meeting of each year.
- d.) For regular meetings, ten days prior notice shall be provided to each member and alternate of the date, time, and location. Notice shall be in writing and by email.
- e.) Five days prior to each regular meeting, the Executive Director shall send an agenda to each member and alternate. At the beginning of a regular meeting, any member may move to amend the agenda.
- f.) Regular meetings of the Committee will be conducted in the following order:
 - 1. Call the Meeting to Order;
 - 2. Roll Call;
 - 3. Approve Agenda;
 - 4. Consent Agenda;
 - 5. Action Items;
 - 6. Information Updates and Discussion Items;
 - 7. Other Business;
 - 8. Adjourn.
- g.) Upon the request of any Committee member, immediately preceding a vote by the Committee, the recording secretary shall repeat the motion, name the person making the motion, and the name of the person who has seconded the motion. Any Committee member may request to have their vote entered in the minutes.
- h.) Special meetings may be called by the Co-Chairs
- i.) For special meetings, three days notice shall be provided to all members and alternates that shall include an agenda specifying the subjects of such special meeting. The business conducted at a special meeting shall be limited to those items specified in the agenda.
- j.) When a member of their alternate are present at a regular or special meeting, only the member may cast votes and be recorded in proceedings.

Voting

Voting by the Board of Directors, the Executive Committee, and the Operations Committee and its subcommittees, shall be as defined in the Joint Powers Agreement. In addition, no proxy votes or absentee votes shall be allowed.

Robert's Rules

Robert's Rules of Order shall govern all meetings of the Board of Director's, the Executive Committee, and the Operations Committee and its subcommittees.



Amendment of ByLaws

These ByLaws may be amended at any regular meeting of the Board of Directors by an affirmative vote of 2/3 of the Directors, provided the amendment is not inconsistent with the Joint Powers Agreement. At its discretion, the Board of Directors shall provide an opportunity for the Executive Committee, the Operations Committee and/or other affected parties to review and comment on a proposed amendment. Proposed amendments shall be submitted to the Board of Directors 30 days prior to the meeting at which they will be considered, and the agenda for the meeting shall state that the amendment will be offered. The action of the Board of Directors on any amendment shall be final.

New Dispatch Center is Up and Running

Nathan Hansen

The Farmington Independent – 01/03/2008

There are still some things to put in closets and cabinets and a few loose ends to tie up here and there, but the future of emergency dispatch in Dakota County is officially up and running.

Officials at the new Dakota Communications Center flipped the Switch to transfer 9-1-1 services to the center around 5 a.m. Dec. 27. By Saturday, fire, and municipal calls had been transferred as well and the center, two years in the making, was up and running.

The dispatch center handled 400 incidents in its first 24 hours. So far, so good. “We had no surprises on technology on any of those cutover days. Everything worked very smoothly,” said Kent Therkelsen, the DCC’s executive director. “We haven’t had time to really sit back and take it all in. Right now we’re working hard to make sure we’re understanding all concerns and dealing with them. “We’ve had a couple of clarifications on what happens to telephone calls after hours. How do we get a hold of Lakeville Public Works at 3 in the morning if a water main breaks?”

There were a few issues over the weekend — the state’s computer system didnot recognizing some DCC computers when they tried to check criminal histories — but most were fixed by Monday. Last week’s changeover was the culmination of a process that started with discussions about how to operate more efficiently and how to improve communication among police and firefighters countywide. According to Therkelsen, replacing the five dispatch centers that formerly operated in Dakota County will result in \$2.4 million in savings over the next three years. The consolidation did not result in any layoffs, but there were some retiring or resigning employees who were not replaced. All told there are 64 full-time employees at the DCC, 58 of whom are dispatchers.

Therkelsen said the center will improve communication among agencies, with dispatchers handling calls from multiple cities and communication systems linked to all departments in Dakota County.



The call center is set up with three banks of dispatchers to handle different areas of the county, but dispatchers from one area can easily step in to help if a particular area receives an overwhelming number of calls. That wasn't the case before. "That's one of the major things we gain with this approach," Therkelsen said. "If the Lakeville center got overwhelmed with activity there wasn't much the other centers could do to help out."

Each dispatcher works at a futuristic-looking station with six computer screens. Desks rise and lower at the push of a button to adjust to dispatchers of different heights. There will be one station dedicated to calls from officers looking for criminal background information.

Therkelsen is confident the new dispatch center will provide a number of benefits to police and fire departments across the county, but for the people doing the dispatching there have been some changes, from where they work to where they get their checks. The DCC is a separate entity from the county, run by a cooperative of cities within the county. All of the county's dispatchers officially became DCC employees in January of 2007.

Some changes have clearly been for the better. Many of the five dispatch centers that are being replaced were like bunkers — cramped rooms stuck deep inside a police department. At the DCC dispatchers work together in a large room with several windows to let in daylight. On one wall Monday morning a large TV showed the Montel Williams show with the sound turned off. The center also includes a break room with refrigerators for each of the three shifts, a small exercise room and a so-called "quiet room" dispatchers can retreat to if they need to get away for a moment.

Other changes, like dispatching for multiple cities, might take some adjustment. Therkelsen knows some dispatchers might not feel comfortable with the new arrangement, but he's hoping all will eventually adjust. There will be adjustments for police officers and firefighters, too. Therkelsen has encouraged emergency workers to stop in at the DCC when they have time to meet the people whose voices they're now hearing on the other end of their radios.

Farmington fire marshal John Powers, Farmington's fire department representative on the DCC operations committee, believes the new center will be a benefit to Farmington residents. He expects the centralized call center plus the installation of new 800 MHz radio system countywide will improve communication and ultimately lead to better response times. "It's all about us trying to provide a better service to the public," Powers said. "We can be more efficient." Therkelsen knows he isn't done working out the kinks with this new system. As operations continue he expects to run into problems that nobody has thought of yet. But he believes the system that's in place now is already better suited to handling emergencies than the one it's replacing. The biggest challenge he sees is dealing with calls from residents who are reporting their golf clubs stolen or their cat up a tree.



“The biggest challenges is keeping that high customer-service feel that our residents are used to,” Therkelsen said. “I think there’s always the perception that when you get bigger you get more generic. “ That’s going to be our main challenge. To make sure that (minor) call gets the same care.”

Editorial: Dispatch Center Will Benefit Many
The Farmington Independent – 01/03/2008

The new Dakota Communication Center is an impressive place. Inside a large main room there are dozens of high-tech workspaces. Each features six flat computer monitors arranged in an arc in front of the dispatcher. They wouldn't look entirely out of place on the bridge of the Starship Enterprise.

But those workstations are not the biggest benefit of the new DCC, the countywide dispatch center in Empire Township that officially went live last week. The 40-person meeting room, which will be available to the cities that are part of the DCC, will be nice, too. But that's not the center's biggest benefit. Nor is the fact the building is built to withstand tornado-force winds and be self-sufficient for up to three days in the event of an emergency.

The biggest benefit of this new dispatch center is the communication it will foster among the agencies involved and the efficiencies it will create as the county's police officers and firefighters go about their jobs.

There might have been some concerns early on about dispatchers working in cities — and with people — with which they were unfamiliar. But there seems to be enough technology and enough experience involved here to put minds at ease. Now, people seem excited about the potential this new system has to help agencies work together. Dispatchers working in different areas will not have to communicate by telephone. They will be in the same room. In the wake of disasters such as the collapse last August of the I-35W bridge it is becoming clear agencies from different areas must have the ability to work together seamlessly.

Things are moving in that direction. DCC executive director Kent Therkelsen said the 35W collapse was the first emergency in recent memory in which the first complaint was not about the failure of radio communications. Combining dispatch operations makes economic sense. Therkelsen expects the DCC to cost \$2.4 million less to operate over the next three years than the five dispatch centers it replaces. It should create other efficiencies as well. Therkelsen expects new options available at the DCC will mean firefighters will be called for fewer minor medical situations where they are not needed.

There will surely be some bugs to work out with the new DCC. But the opportunities it creates should be exciting for everyone involved.



4-1-1 on Dakota County's New 9-1-1 Center

State-of-the-art dispatch will be able to handle 400,000 calls a year and has lines to communicate with other metro counties quickly.

By KEVIN DUCHSCHERE, Star Tribune

Last update: January 4, 2008 - 9:46 PM

The first 9-1-1 call in the Twin Cities was placed 25 years ago, and still there are some people who aren't entirely sure when they should use it.

Kids scribbling graffiti next door? Chest pains? Wreck on the highway? Say, what time is that parade going down Elm Street?

With Dakota County's new dispatch center near Rosemount open for business as of Dec. 27, officials want to remind everyone that the number isn't just for emergencies.

You should always dial 9-1-1 if you need a response from police officers, firefighters, or paramedics, said Kent Therkelsen, the center's executive director. Don't worry about calling if you don't think it's a life and death situation. "People tend to assess their own situation pretty subjectively," said Therkelsen, a veteran law enforcement officer who was Eagan police chief before becoming director of the 9-1-1 center in 2006. "We've had people who are truly experiencing severe medical issues who will call the ten-digit [non-emergency] number because they don't want to bother anyone." Our dispatchers are trained to ask the right questions and prioritize the calls. Let's let them triage the calls."

Another advantage of calling 9-1-1 is that the dispatch computer program speeds up call-handling, he said.

Dakota County's state-of-the-art center consolidates five former dispatch centers under one roof. It enables dispatchers to handle more than 400,000 calls a year and communicate with other metro counties on the new 800 MHz regional system.

The county built the center for \$7.8 million and will get reimbursed each year by the 12 jurisdictions it serves according to their share of calls handled. Savings because of the consolidation are expected to top \$6 million in the next three years.



One Option is 3-1-1

According to a recent police guide from the U.S. Department of Justice, non-emergencies such as car break-ins or problem property complaints continue to make up a large percentage of 9-1-1 calls. To take up the slack, some cities have turned to a 3-1-1 system, which offers information on city services. The 3-1-1 system in Minneapolis turned two years old on Friday, and remains the only such system in Minnesota. Offloading non-emergency 9-1-1 calls wasn't the main reason the city adopted 3-1-1 – officials mainly wanted to give residents an easier way to get answers from City Hall -- but it has had that effect, said John Dejung, director for the city's 9-1-1/3-1-1 department. Calls to 3-1-1 were up 28 percent in 2007, said Don Stickney, assistant director of Minneapolis 3-1-1.

Meanwhile, non-emergency 9-1-1 calls have declined by nearly 16 percent from 2005, the last year before 3-1-1 came to Minneapolis, Dejung said. Non-emergency 9-1-1 calls "are less of a problem than it used to be, but it certainly still occurs," Dejung said. "We're a little philosophical about it. We'd rather have the residents call [9-1-1] when in doubt, than not call." He added, "That's not to say we want frivolous calls."

Others said that the public has become much better about knowing when and when not to use 9-1-1. Gary Shelton, Scott County deputy administrator, said that they seldom receive an inappropriate 9-1-1 call. Scott Williams, emergency communications director for Ramsey County, agreed that it hasn't been much of a problem -- save for those who hesitate to call 9-1-1 because they don't want to be any trouble. "People are still a little Minnesota Nice," he said. "When in doubt, call 9-1-1."

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Dakota County: 1,100 calls a day -- 400,000 calls per year
The new Dakota Communications Center will consolidate five centers and have state-of-the-art technology.

By Jim Adams, Star Tribune

Dakota County's new 9-1-1 dispatch center will consolidate five existing dispatch centers into one building equipped with the latest in radio and communications equipment, allowing it to respond to 400,000 calls a year.

It's a joint venture with 11 cities that will eventually save millions, county officials say. Eight to 16 dispatchers on duty will handle about 1,100 calls a day for police, fire, and emergency medical service. The center, which is south of Rosemount in Empire Township, is holding a dedication ceremony and open house on Saturday. The executive director of the center, Kent Therkelsen, recently fielded questions.



Q Why was the Dakota Communications Center built now?

A County leaders began studying a new dispatching system in earnest in 1997 after state legislators set up the Metropolitan Radio Board. That meant that Isanti and Chisago and the seven metro counties had to start planning how they would connect to a new 800 MHz regional radio system. After the 9/11 terrorist attacks in 2001, being connected to other agency dispatch systems became more important and federal grants were offered as incentives. So far, Hennepin, Ramsey, Anoka and Carver counties use the new regional system and can talk to and back up each other. Dakota will join them in December, when the new center starts operating.

Q What's new?

A The center will be able to call in volunteer firefighters countywide, which didn't happen before. It will also be able to give callers with medical needs some care instructions before paramedics arrive. That is now done only in Burnsville. The center, which has about six miles of telephone, radio, and computer cables below its floor, is also equipped for the next generation of Internet-based 9-1-1 service. A new 300-foot transmission tower was built next to the center, which also uses eight other towers around the county.

Q How many calls can the center handle?

A It will handle more than 400,000 calls a year to start. The 800 MHz regional system it uses is the same one that Hennepin County used, without any call capacity problem, to handle the I-35W Bridge collapse. If the center was incapacitated, its calls could be transferred to neighboring counties on the system. The center has 23 workstations, each with six computer screens, to be staffed around the clock by 52 dispatchers and six supervisors.

Q Will going from five dispatch centers (in Eagan, Apple Valley, Burnsville, Lakeville, and Hastings) to one save money?

A The county estimates that not installing the 800 MHz equipment in the other centers saved \$3.8 million. Trimming five dispatchers and other operational cost reductions are expected to save another \$2.4 million in the first three years.



Q What did the facility cost, and how was it financed?

A The county paid \$7.8 million to build the center and leases it to the Dakota Communications Center, a legal entity that will assess its 12 user members to repay the county and cover \$7.3 million in revenue bonds sold to pay for equipment and other startup costs. The county owned the center site, next to its transportation building, and is providing a \$3.5 million subsidy to defray operating costs in the first four years.

Q Who governs and pays for the center?

A It has a board of directors composed of one member from the county and from each of its 11 cities that have police departments. The 12 board members vote and pay for service based on the share each had of 9-1-1 and service calls in the prior year (2004 call shares are used in the first year). The current member shares are: Eagan, 18 percent; Burnsville, 17 percent; Apple Valley, 12.6 percent; Lakeville, 11.5 percent; Dakota County, 7 percent (covers 13 townships); Inver Grove Heights, 6.4 percent; West St. Paul, 6 percent; South St. Paul, 5.9 percent; Rosemount, 4.9 percent; Farmington, 4.8 percent; Hastings, 4 percent, and Mendota Heights, 1.7 percent.



Dakota Communications Center

The DCC encourages the use of 9-1-1 for any situation which requires the response of police, fire or emergency medical personnel. This includes non-emergency situations such as reporting a crime, a traffic situation or suspicious activity. The dispatcher will ask questions to help assure the proper level of response and assure that emergencies receive the highest priority. 9-1-1 should not be used for information-only purposes.

Examples of Proper 9-1-1 Usage:

- Reporting any situation that requires a police officer at the scene (e.g. assaults, traffic accident, burglary report, damage to property, parking complaint, other ordinance violations, etc.)
- Summoning an ambulance for medical assistance.
- Reporting fire, smoke or fire alarm.
- Reporting a crime in progress.
- Reporting suspicious or criminal activity. (shouts for help, glass breaking, vehicle or person that does not appear to belong in neighborhood).

Examples of Improper 9-1-1 Usage:

- Informational requests. (e.g. local event information, status of persons under arrest, impounded vehicle questions, ordinance or law questions).

Contact your Local Police Department or Sheriff's Administrative Phone Line to:

- Ask for information regarding the status of a report or investigation.
- Ask for information regarding a city ordinance.
- Talk with a specific officer or employee of the department.
- Information regarding person under arrest.
- Inquire about impounded vehicles or animals.
- Request a copy of a police report.



