
Amended and Restated Joint Powers
Agreement
Establishing
Dakota 911

TABLE OF CONTENTS

<u>RECITALS</u>	3
<u>PURPOSE</u>	3
<u>TERM</u>	4
<u>POWERS</u>	4
<u>MEMBERSHIP</u>	5
<u>BOARD OF DIRECTORS</u>	6
<u>EXECUTIVE COMMITTEE</u>	8
<u>EXECUTIVE DIRECTOR</u>	10
<u>OPERATIONS COMMITTEE</u>	11
<u>BUDGET</u>	13
<u>AUDIT</u>	15
<u>TERMINATION AND DISSOLUTION</u>	15
<u>WITHDRAWAL OF A MEMBER</u>	16
<u>INSURANCE AND INDEMNIFICATION</u>	17
<u>RESOLUTION OF DISPUTES</u>	18
<u>FORCE MAJEURE</u>	18
<u>MISCELLANEOUS PROVISIONS</u>	18

This Amended and Restated Joint Powers Agreement Establishing Dakota 911 (the "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 Dakota 911, formerly known as the Dakota Communications Center.

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, effective September 20, 2005, the Members executed in the Joint Powers Agreement Establishing the Dakota Communications Center (the "Original JPA") 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, the Members desire to amend the Original JPA to:

1. rename the Dakota Communication Center as Dakota 911; and
2. provide for Dakota County funding for a portion of Dakota 911 fixed cost over an eight-year period; 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; and

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, the Members agree to amend and restate the Original JPA 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 Dakota 911 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 for the establishment, operation and maintenance of the Dakota 911; 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.

ARTICLE III POWERS

The Dakota 911 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 Dakota 911;
- 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 Dakota 911;
- 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 Dakota 911;

- F. To incur debt obligations that do not exceed ten (10) 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 Dakota 911, 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 Dakota 911;
- 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 are not provided to all Members; and
- N. To incorporate the Dakota 911 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 Dakota 911 until a party withdraws as provided in Article XI or this Agreement is terminated by the parties.

4.2 Requirement of Good Standing

Continued Membership in the Dakota 911 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 Dakota 911. A new Member may be added to the Dakota 911 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. The Executive Director will negotiate recommended financial terms for the new Member to join Dakota 911 as described below and will present the proposed terms to the Board of Directors.

Any unit of government that becomes a Member of the Dakota 911 after the execution of this Agreement shall be subject to all existing debts and liabilities of the Dakota 911 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 Dakota 911 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 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 Dakota 911 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 Dakota 911 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 Dakota 911 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 Dakota 911 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 Dakota 911;
- c. adopt Board Bylaws and amend the Bylaws from time to time as it deems necessary;
- d. approve changes to the membership of the Dakota 911;
- e. approve contracting and purchasing policies for the Dakota 911;

- f. approve the annual operating and capital budget, cost allocation formula, Member fees and assessments of the Dakota 911;
- g. hire, discipline, terminate and set the compensation for the Executive Director; and
- h. incur debt and approve financial obligations of the Dakota 911 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 Dakota 911 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 Dakota 911 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 Dakota 911 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 Dakota 911 . The Dakota 911 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 Dakota 911 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 quarterly 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.

5.5 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 Dakota 911. The officers shall hold office for the terms and under the conditions set forth in the Bylaws adopted by the Board of Directors.
 - 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 Dakota 911 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 Dakota 911 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 Dakota 911, 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 Dakota 911 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 Dakota 911, the members of which shall serve without salary and shall oversee the operations and functions of the Dakota 911 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 Dakota 911 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 Dakota 911, 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 Dakota 911;
- 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 Dakota 911 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 Dakota 911 shall have a chief operating officer of the title Executive Director. The Executive Director shall be the administrative head of the Dakota 911 and shall report to the Executive Committee for the administration and operation of the Dakota 911. The Executive Director shall be an employee of the Dakota 911.
- 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 Dakota 911 staff member to attend.

- b. To appoint, evaluate, promote, demote or remove employees of the Dakota 911 pursuant to the approved Dakota 911 budget and according to the policies and procedures of the Dakota 911;
- 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 Dakota 911:
- d. To direct and oversee the day-to-day operations of the Dakota 911 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 Dakota 911 as established by the Board of Directors and Executive Committee;
- f. To prepare a quarterly report of the Dakota 911 activities and provide copies to the Board of Directors and the Executive Committee;
- g. To prepare a proposed annual operating and capital budget and a report of estimated revenues in order to determine the estimated funds necessary to defray the expenses of the Dakota 911 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 Dakota 911 and its Members as required;
- j. To communicate regularly with the Members and other agencies utilizing the Dakota 911 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 according to 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 Dakota 911; 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 Dakota 911 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 Dakota 911 but is not a Member of the Dakota 911 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 Dakota 911. 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 Dakota 911 Executive Director and Executive Committee to assist in the coordination of:

- Unified radio procedures;
- Dakota 911 procedural changes that affect one or more Members of the Dakota 911;
- Field training and back up exercises;
- Dakota 911 and Members' records management functions;
- The orderly transmittal of inquiries regarding the handling of specific matters by the Dakota 911.
- Obtaining and preparing recommendations concerning operational input from the Executive Director of the Dakota 911 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 Dakota 911 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 Dakota 911 from their respective agencies to the Executive Director after initial local review and screening;
- f. Coordinate field training and back-up exercises;
- g. 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 Dakota 911 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 Dakota 911 may appear before the Operations Committee or its subcommittees to discuss concerns, complaints or other operational issues concerning the Dakota 911. 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 Dakota 911 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 Dakota 911 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.

The allocation of annual operating and capital budget costs to Members shall be based on a three-year average of each Member's number of Computer Aided Dispatch (CAD) events assigned to each Member (referred to as "Percent of Total Activity of the Member"). An event is defined as a computer aided dispatching system (CAD) event (transaction as logged). The calculation of the annual operating and capital cost allocation will be based on the formulas in Attachment B, which is incorporated into and made a part of this Agreement.

Beginning with budget year 2022, Dakota County will cover the "fixed costs" of the Dakota 911 in the following amount:

2022: 16.667%
2023: 33.333%
2024 and subsequent years: 50.000%

"Fixed costs" shall be determined by the Dakota 911 Executive Director pursuant to the following principles:

1. Consistent with the fixed and variable cost determinations in the Dakota 911 2022 budget. See Attachment C;
2. Fixed costs are generally expenses needed by any emergency communications center regardless of the volume of service provided by that center to a member, except personnel related costs, professional services, commodities, non-software related fiscal expenses are deemed to be variable costs; and
3. For budget years 2022 to 2024, there shall be no budgeted contributions to the Dakota 911 capital project fund for its capital improvement plan (the "Capital Project Fund"). Member contributions to the Capital Project Fund will be evaluated beginning with the 2025 budget, together with determining the portion of the Capital Project Fund to be considered a "fixed cost".

Dakota County will evaluate increasing its share of fixed costs for 2025 and subsequent years to more than 50% and up to potentially 100%. Any amendment of the fixed costs share is subject to approval by the Members pursuant to Paragraph 16.6.

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 according to such budget. Purchases and/or letting contracts shall be done according to procedural guidelines established by resolution of the Board of Directors and 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 Dakota 911.

ARTICLE X AUDIT

The Board of Directors shall call for an annual audit of the financial affairs of the Dakota 911, 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 Dakota 911 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 Dakota 911 at the time of termination, including any surplus money, shall be divided among the units of government that are Members of the Dakota 911 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 Dakota 911.
- 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 Dakota 911 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 Dakota 911 at the time of termination shall be returned to the owner(s) upon termination and dissolution of the Dakota 911.

ARTICLE XII WITHDRAWAL OF A MEMBER

At any time after the Initial Term of this Agreement, any Member may withdraw from the Dakota 911 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 Dakota 911 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 Dakota 911, 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 Dakota 911 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 Dakota 911 property and assets of any type whatsoever.
- e. The withdrawing Member shall be liable for all costs incurred by the Dakota 911 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:
 - 1. One hundred (100%) percent of that Member's pro rata share of the operating costs of the Dakota 911 that are incurred up to the date of withdrawal, and One hundred (100%) percent of that Member's pro rata share of any capital debts, liabilities or obligations of the Dakota 911 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.
 - 2. For any contractual obligations it has separately entered into with the Dakota 911.

ARTICLE XIII INSURANCE AND INDEMNIFICATION

13.1 Insurance and Limitations on Liability

The Dakota 911 shall purchase insurance for the operation, equipment and facilities of the Dakota 911 and workers compensation insurance for Dakota 911 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 Dakota 911 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 Dakota 911 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 Dakota 911 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 Dakota 911, 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 Dakota 911 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 Dakota 911.

13.3 Third Party Action Against the Dakota 911

In the event the Dakota 911 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 Dakota 911 , 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 Dakota 911 and/or its officers, Directors employees and agents unless it is determined that the officers, Directors, employees and/or agents of the Dakota 911 acted in a negligent or intentionally wrongful manner in connection with dispatching the personnel of the Member.

13.4 Member Action Against the Dakota 911

In the event that any Member should file suit or an action against the Dakota 911, 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 Dakota 911. Members that have concerns about the operations of the Dakota 911 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 Dakota 911 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 county-wide public safety communications center.
- 16.2 *Attorneys' Fees:* In the event of litigation relating to this 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 Members of the Dakota 911 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 _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF BURNSVILLE

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF EAGAN

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF FARMINGTON

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF HASTINGS

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF INVER GROVE HEIGHTS

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

CITY OF LAKEVILLE

Date _____

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF MENDOTA HEIGHTS

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF ROSEMOUNT

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF SOUTH ST. PAUL

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by the City Council

Date _____

CITY OF WEST ST. PAUL

By _____

Date of Signature _____

Attest _____

Date of Signature _____

Approved by Dakota County Board

Resolution No. _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

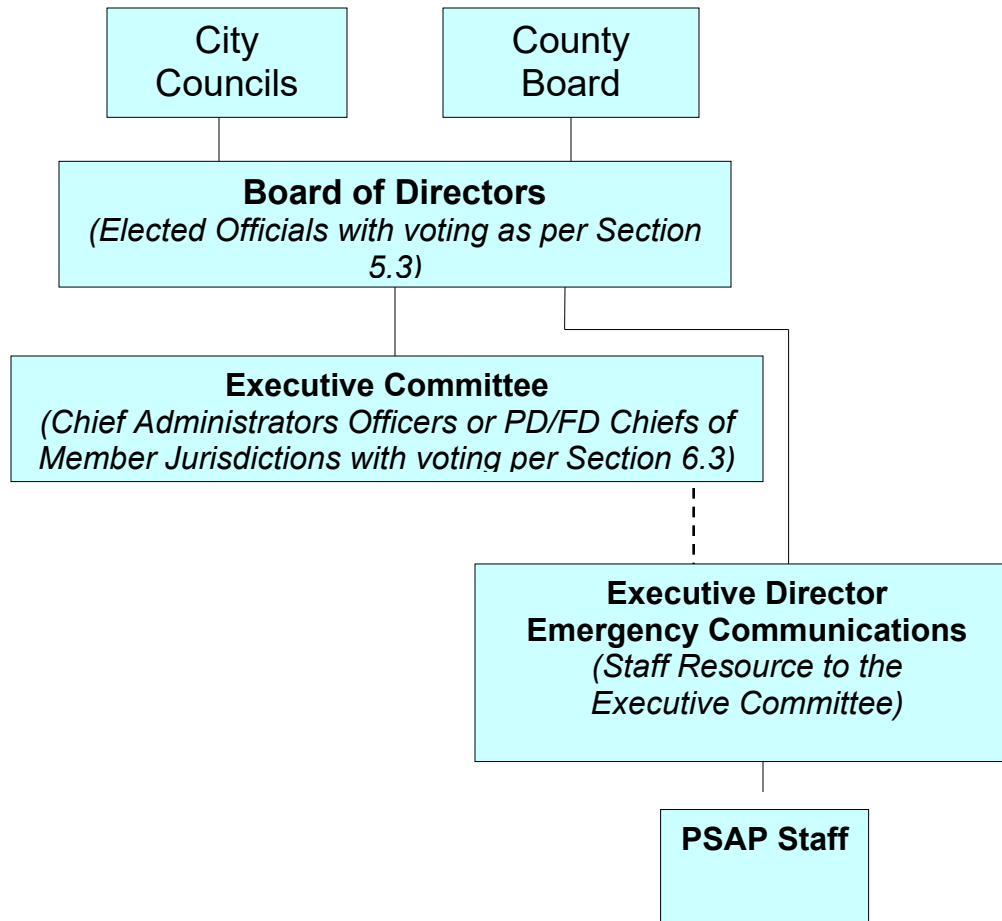
COUNTY OF DAKOTA

By _____
Date of Signature _____

Approved as to Form (Asst County Atty):

By _____
Date of Signature _____
KS-20-479

*Attachment A: Dakota Communications Center Joint Powers Agreement
Organizational Structure*



Attachment B

Table 1 – County Annual Share of Operating Costs Calculation with County Fixed Cost Contribution

*Variable Costs = Total Operating Costs – Fixed Costs

**Fixed Costs = Line items determined to be fixed costs less any revenue from Mass Telephone Notification System fees and ½ of any 911 grant fees received from the State of Minnesota.

For 2022:

Annual Share of Operating Costs = [Variable Costs x County's Percent of Total Activity for Member] + [Fixed Costs x 16.667%]+[County's Percent of Total Activity for Member x 83.333% of fixed costs]

For 2023:

Annual Share of Operating Costs = [Variable Costs x Percent of Total Activity for Member] + [Fixed Costs x 33.333%]+[County's Percent of Total Activity for Member x 66.667% of fixed costs]

For 2024 and subsequent years:

Annual Share of Operating Costs = [Variable Costs x Percent of Total Activity for Member] + [Fixed Costs x 50.000%]+[County's Percent of Total Activity for Member x 50% of fixed costs]

Table 2 – Non-County Member Annual Share of Operating Costs Calculation

*Variable Costs = Total Operating Costs – Fixed Costs

**Fixed Costs = Line items determined to be fixed costs less any revenue from Mass Telephone Notification System fees and ½ of any 911 grant fees received from the State of Minnesota.

*** Non-County Member Fixed Cost Share = Percent of Total Activity of the Member calculated by excluding the County from the calculation.

For 2022:

Annual Share of Operating Costs = [Variable Costs x Percent of Total Activity for Member] + [Percent of Total Activity for the Member x 83.334% of Fixed Costs]

For 2023:

Annual Share of Operating Costs = [Variable Costs x Percent of Total Activity for Member] + [Percent of Total Activity for the Member x 66.667% of Fixed Costs]

For 2024 and subsequent years:

Annual Share of Operating Costs = [Variable Costs x Percent of Total Activity for Member] + [Percent of Total Activity for the Member x 50% of Fixed Costs]

ATTACHMENT C

2022 DAKOTA 911 GENERAL FUND BUDGET – DETAIL FOR VARIABLE AND FIXED COSTS CALCULATIONS

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%	
Object Codes		2019	2020	2021	2021	2022	Fixed VS Variable	2021 Estimate vs. 2022 Proposed		2023	2024	2025	2026
		Actual	Actual	Adopted	Estimate	Proposed		Increase/ (Decrease)	Estimate	Estimate	Estimate	Estimate	
L	Revenues					0.0%				3.5%	5.0%	4.0%	3.0%
F	JPA Membership Fees (NET)	8,686,572	8,860,307	8,708,886	8,708,886	8,708,886		-	0.0%	9,013,697	9,464,382	9,842,957	10,138,246
F	JPA Membership Fees - REBATED	-		-	-	-		-	0.0%	-	-	-	-
F	Annual 911 Fees (Estimated)	581,696	581,696	581,696	581,696	842,961		261,265	44.9%	842,961	842,961	842,961	842,961
F	Dakota County - Startup Subsidy							-	0.0%		-	-	-
F	Mass notification system fees-MTNS Partnership	18,000	18,000	18,000	18,000	18,000		-	0.0%	18,000	18,000	18,000	18,000
F	Interest on Investments	63,096	51,931	38,627	38,627	49,086		10,459	27.1%	49,945	50,819	51,709	52,614
F	Net change in fair value of investment	78,677	49,606	(13,577)	(34,282)	(31,334)			-8.6%	(4,354)	23,323	4,121	(7,697)
F	Grant income	16,649	161,857	18,000	186,180	18,000		(168,180)	-90.3%	10,000	10,250	10,506	10,769
F	Miscellaneous income	1,613	20,242	1,613	1,613	1,613		-	0.0%	1,613	1,613	1,613	1,613
F	LMCIT rebate/refunds	1,752	7,406	1,500	1,500	1,500		-	0.0%	1,538	1,576	1,615	1,655
F	Transfer from Special Revenue Fund			-		-		-	0.0%	-	-	-	-
		-	-	-	-	-		-	0.0%	-	-	-	-
	Total revenues	<u>9,448,055</u>	<u>9,751,045</u>	<u>9,354,745</u>	<u>9,502,220</u>	<u>9,608,713</u>		<u>106,493</u>	1.1%	<u>9,933,400</u>	<u>10,412,924</u>	<u>10,773,482</u>	<u>11,058,160</u>
L	Personnel Expenses												
6012	Salaries	4,388,212	4,636,831	5,117,887	5,015,865	5,253,708	Variable	237,843	4.7%	5,538,834	5,677,305	5,819,238	5,964,719
6015	OT	590,450	381,485	412,975	423,134	435,828	Variable	12,694	3.0%	448,902	460,125	471,628	483,419
6041	PERA	368,321	372,218	414,637	407,747	427,667	Variable	19,920	4.9%	451,013	462,288	473,845	485,691
6044	FICA/Medicare	366,589	366,017	423,111	416,083	436,221	Variable	20,137	4.8%	460,033	471,534	483,322	495,405
6051	Health Ins	648,347	689,604	764,660	762,279	771,061	Variable	8,782	1.2%	920,026	943,027	966,603	990,768
6052	Life Ins	2,088	1,797	2,327	1,848	1,954	Variable	106	5.7%	2,043	2,095	2,147	2,201
6053	LTD	11,817	10,662	11,686	10,781	11,411	Variable	630	5.8%	11,930	12,228	12,534	12,847
6054	Dental	31,773	32,537	31,125	29,744	32,894	Variable	3,150	10.6%	35,370	36,255	37,161	38,090
6055	Workers' Comp	27,931	36,666	32,200	44,553	49,584	Variable	5,031	11.3%	54,792	56,162	57,566	59,005

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
6056	Unemployment/other	1,534	1,740	-	-	-	Variable	- 0.0%	-	-	-	-
	Fund balance			-	-	-	Variable	- 0.0%				
6058	Contingency	-	-	-	-	-	Variable	- 0.0%	-	-	-	-
							Variable	- 0.0%				
F	Total personnel costs	<u>6,437,062</u>	<u>6,529,557</u>	<u>7,210,608</u>	<u>7,112,033</u>	<u>7,420,328</u>		<u>308,295</u> 4.3%	<u>7,922,945</u>	<u>8,121,019</u>	<u>8,324,044</u>	<u>8,532,145</u>

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%	
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)		2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
	<u>Commodities</u>			-	-	-				-			
6120	Operating Supplies												
J	Paper (printer, letterhead & envelopes)	690	495	1,000	1,000	1,000	Variable	-	0.0%	1,020	1,040	1,061	1,082
J	Employee Recognition (NTW, including DOTY Jacket & retirements)	822	2,075	2,200	2,200	2,200	Variable	-	0.0%	2,244	2,289	2,335	2,382
J	Furniture/Misc Appliances	964		2,000	2,000	2,000	Variable	-	0.0%	2,040	2,101	2,164	2,229
	Cleaning Supplies	-	-	-	1,404	1,446	Variable			1,446	1,489	1,534	1,580
J	General office supplies (includes toner, name plates, bsns cards, Tissue)	<u>6,123</u>	<u>3,456</u>	<u>6,365</u>	<u>6,365</u>	<u>6,365</u>	Variable	<u>0</u>	<u>0.0%</u>	<u>6,493</u>	<u>6,623</u>	<u>6,755</u>	<u>6,890</u>
	Total Operating Supplies	<u>8,599</u>	<u>6,026</u>	<u>11,565</u>	<u>12,969</u>	<u>13,012</u>		<u>0</u>	<u>0.3%</u>	<u>13,243</u>	<u>13,543</u>	<u>13,849</u>	<u>14,163</u>
6123	Cleaning Supplies (antibac & electronic wipes, dish soap, etc)	<u>1,363</u>	<u>1,467</u>	<u>1,404</u>	<u>-</u>	<u>-</u>	Variable	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
J													
6124	Clothing	<u>3,935</u>	<u>2,514</u>	<u>2,800</u>	<u>2,800</u>	<u>3,000</u>	Variable	<u>200</u>	<u>7.1%</u>	<u>3,060</u>	<u>3,121</u>	<u>3,183</u>	<u>3,247</u>
J													
6180	Computer supplies & software (headsets, software & equipment)	<u>4,381</u>	<u>8,365</u>	<u>5,925</u>	<u>5,925</u>	<u>5,925</u>	Variable	<u>-</u>	<u>0.0%</u>	<u>6,044</u>	<u>6,165</u>	<u>6,288</u>	<u>6,414</u>
C													
	TOTAL COMMODITIES	<u>18,278</u>	<u>18,372</u>	<u>21,694</u>	<u>21,694</u>	<u>21,937</u>		<u>200</u>	<u>1.1%</u>	<u>22,347</u>	<u>22,829</u>	<u>23,320</u>	<u>23,824</u>

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
6234	Use of personal auto											
T	Executive Director	-		-	-	-	Variable	- 0.0%	-	-	-	-
J	Other personnel	1,536	329	2,000	1,500	2,000	Variable	500 33.3%	2,040	2,081	2,123	2,165
	Total use of personal auto	1,536	329	2,000	1,500	2,000		500 33.3%	2,040	2,081	2,123	2,165
6252	Print Information (pub ed, employment material, handouts)	3,385	-	2,120	3,000	2,120	Variable	(880) -29.3%	2,162	2,205	2,249	2,294
J												
6255	Advertising	10	-	100	100	100	Variable	- 0.0%	102	104	106	108
J												
6261	Insurance											
J	General Liability	21,576	22,278	21,887	23,128	23,470	Fixed	342 1.5%	23,939	24,418	24,906	25,404
J	Property	8,373	9,000	8,902	9,764	9,908	Fixed	144 1.5%	10,106	10,308	10,514	10,724
J	Faithful Performance (Bonds)	1,007	957	957	920	934	Fixed	14 1.5%	953	972	991	1,011
J	Commercial Auto	75	75	76	78	80	Fixed	3 3.2%	82	84	86	88
J	Open Meeting Law			-	-	-		- 0.0%	-	-	-	-
	Insurance Total	31,031	32,310	31,822	33,890	34,392		503 1.5%	35,080	35,782	36,497	37,227
6276	Telephone											
C	Frontier (Local Service including Circuit/Fiber, Tele-relay, etc)	36,880	36,942	38,110	37,920	39,058	Fixed	1,138 3.0%	39,839	40,636	41,449	42,278
C	AT&T (Long Distance)	-	-		-		Variable	- 0.0%	-	-	-	-
C	Qwest/CenturyLink(Federal & Local Access/Usage Charges)				-			- 0.0%	-	-	-	-
C	Sprint/Nextel (Air Cards)				-			- 0.0%	-	-	-	-
C	Cellular Service	3,577	3,510	4,000	3,252	3,350	Fixed	98 3.0%	3,417	3,485	3,555	3,626
C	Other	-	-	-	-	-	Variable	- 0.0%	-	-	-	-
	Telephone Total	40,457	40,452	42,110	41,172	42,407		1,235 3.0%	43,256	44,121	45,004	45,904
6277	Postage	774	39	450	450	450	Variable	- 0.0%	450	450	450	450
J												
6276	Language Line (pd by State 911 Program)			-	-	-			-	-	-	-

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%	
Object Codes		2019	2020	2021	2021	2022	Fixed VS Variable	2021 Estimate vs. 2022 Proposed		2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
		Actual	Actual	Adopted	Estimate	Proposed		Increase/ (Decrease)	%				
6280	Other Contractual												
C	Personnel Tracking (Guardian Tracking)				2,922	3,000	Fixed	78	2.7%	-	-	-	-
C	Scheduling				4,752	4,847	Fixed	95	2.0%	4,944	5,043	5,144	5,247
J	Miscellaneous (website, other)	-	605	1,000									
T	CAD Interface (Imagetrend)	12,520	12,520	13,000	13,000	13,000	Fixed	-	0.0%	13,260	13,525	13,796	14,072
	Citizen Survey				-			-	0.0%	-	-	-	-
C	MN CJIS Fees (included in LOGIS fees)							-	0.0%	-	-	-	-
	<i>Mass Telephone Notification System - Annual Fees</i>							-	0.0%	-	-	-	-
C	MTNS Annual Fees	45,900	45,900	49,164	47,048	48,918	Fixed	1,871	4.0%	49,896	50,894	51,912	52,950
C	MTNS CAD Package				-			-	0.0%	-	-	-	-
C	9-1-1 Database Updates	-	-	600	600	600	Fixed	-	0.0%	600	600	600	600
	Total Other Contractual	58,420	59,025	63,764	68,322	70,365		2,044	3.0%	68,700	70,062	71,452	72,869
6282	Contract Equipment Maintenance												
C, T	Logging	16,725	16,725	30,250	30,202	26,452	Fixed	(3,750)	-12.4%	26,452	26,981	27,521	28,071
C, T	Radio Consoles (Motorola)	60,559	62,376	72,818	72,818	76,460	Fixed	3,642	5.0%	78,753	81,116	83,550	85,221
C	Workstation Furniture			-	-	-	Fixed	-	0.0%	-	-	-	-
							Fixed	-	0.0%	-	-	-	-
							Fixed	-	0.0%	-	-	-	-
T	Phone Software Support (IES) - System upgrade 2015	92,852	89,613	100,000	101,825	107,300	Fixed	5,475	5.4%	109,446	111,635	113,868	116,145
	Install grounding kits				-		Fixed	-	0.0%	-	-	-	-
T, C	Text-to-911 - Annual Maintenance	-		-	-	-	Fixed	-	0.0%	-	-	-	-
T, C	Emergency Fire Dispatching - Annual Maintenance	-		22,000	22,000	22,000	Fixed	-	0.0%	22,440	22,889	23,347	23,814
	Redundant Fiber Links (moved from 6283)	19,383	11,076	11,076	11,076	11,076	Fixed	-	0.0%	11,076	11,076	11,076	11,076
C	Other	-	-	1,000	-	-	Variable	-	0.0%	-	-	-	-
	Total Contract Equipment Repair	189,519	179,790	237,144	237,921	243,288		5,367	2.3%	248,167	253,697	259,362	264,327
6283	Facility Mgmt Payments to County												
T	Facility/Operating	216,216	216,216	224,475	224,475	226,000	Fixed	1,525	0.7%	230,520	235,130	239,833	244,630
	Prior Year Adjustments for Actual vs Estimated.						Fixed	-	0.0%	-	-	-	-
	2012						Fixed	-	0.0%	-	-	-	-
	2013						Fixed	-	0.0%	-	-	-	-
	2014						Fixed	-	0.0%	-	-	-	-
	2015						Fixed	-	0.0%	-	-	-	-
	2016						Fixed	-	0.0%	-	-	-	-

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
	2017						Fixed	- 0.0%				
	2018	(11,175)					Fixed	- 0.0%				
	2019				30,505		Fixed	(30,505) -100.0%				
	2020				9,122		Fixed	(9,122) -100.0%				
	Future Reconciliation Credits						Fixed	- 0.0%	-	-	-	-
T	Repair and Maintenance Rent	169,025	172,902	177,050	175,979	178,253	Fixed	2,274 1.3%	181,818	185,454	189,163	192,946
	Total Facility Mgmt Payments to County	<u>374,066</u>	<u>389,118</u>	<u>401,525</u>	<u>440,081</u>	<u>404,253</u>		<u>(35,828)</u> -8.1%	<u>412,338</u>	<u>420,584</u>	<u>428,996</u>	<u>437,576</u>

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%	
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed		2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
								Increase/ (Decrease)					
6288	LOGIS												
	LOGIS Public Safety Application		1,800	-	-	-		-		-	-	-	-
T	Application Support - CAD	850,692	874,308	904,915	901,905	937,910	Fixed	36,005	4.0%	956,668	975,801	995,317	1,015,223
T	Application Support - Payroll	13,272	14,040	14,528	14,450	14,990	Fixed	540	3.7%	15,290	15,596	15,908	16,226
T	Application Support - Internet	12,348	14,496	-	15,965	16,444	Fixed	479	3.0%	16,773	17,108	17,450	17,799
T	Application Support - AVL				-		Fixed		0.0%	-	-	-	-
T	Application Support - EMD	13,889		15,000	14,369	14,600	Fixed	231	1.6%	14,892	15,190	15,494	15,804
T	Application Support - JDE Financial	1,236	1,236	1,279	1,270	1,320	Fixed	50	3.9%	1,346	1,373	1,400	1,428
							Fixed						
T	Insight Licensing (payroll reporting need)	648	1,056	1,095	1,110	1,165	Fixed	55	5.0%	1,188	1,212	1,236	1,261
T	CAD System Development	26,945	27,600	27,000	27,600	28,200	Fixed	600	2.2%	28,764	29,339	29,926	30,525
T	Payroll System Development	2,611	2,650	2,800	2,650	2,700	Fixed	50	1.9%	2,754	2,809	2,865	2,922
	R&D System Development		1,750		1,750	1,800	Fixed	50	2.9%				
							Fixed						
	Fiber State WAN	-	2,208	3,500	3,500	3,800	Fixed	300	8.6%	3,876	3,954	4,033	4,114
	Managed Services (Backups, AD and Ex Server, Wireless Controller)	-	9,955	9,901	9,901	13,850	Fixed	3,949	39.9%	14,127	14,410	14,698	14,992
	Network Services (Security, Network Wellness, Consult)	-	7,521	25,000	25,000	21,000	Fixed	(4,000)	-16.0%	21,420	21,848	22,285	22,731
	Managed Hardware	-	-	160			Fixed	-	0.0%	-	-	-	-
	Managed Software (Adobe, MS, Laserfiche, Security)	-	7,345	22,377	22,377	27,878	Fixed	5,501	24.6%	28,436	29,005	29,585	30,177
	SSL	-		1,545	1,545		Fixed	(1,545)	-100.0%	-	-	-	-
T	Network Wellness (1 yearly charge)	3,082					Fixed	-	0.0%	-	-	-	-
T	Managed Services Backup	4,500		-		-	Fixed	-	0.0%	-	-	-	-
T	Managed Services Servers			-		-	Fixed	-	0.0%	-	-	-	-
T	Fiber Network Redundant Link						Fixed	-	0.0%	-	-	-	-
D	Cisco Firewall Support						Fixed	-	0.0%	-	-	-	-
T	Phone/T1 Access Charges						Fixed	-	0.0%	-	-	-	-
T	Administrative Services	196		-		-	Fixed	-	0.0%	-	-	-	-
T	Network Services	8,460		-		-	Fixed	-	0.0%	-	-	-	-
T	State Bandwidth at WSC (OET Charges)	2,842		-		-	Fixed	-	0.0%	-	-	-	-
T	Domain Name Renewals			-		-	Fixed	-	0.0%	-	-	-	-
T	Security Services	439		-		-	Fixed	-	0.0%	-	-	-	-
T	Active Directory	1,452		-		-	Fixed	-	0.0%	-	-	-	-
T	Microsoft Licensing	5,714		-		-	Fixed	-	0.0%	-	-	-	-
D	Video Conferencing (OET pass through)				-		Fixed	-	0.0%	-	-	-	-
D	Public Safety Application Suite				-		Fixed	-	0.0%	-	-	-	-
					Page 8		Fixed	-	0.0%				

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%	
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)		2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
T	Other	1,978	90	2,973	2,973		Fixed	(2,973) -100.0%		-	-	-	-
D	Web Hosting				-			- 0.0%		-	-	-	-
	LOGIS Total	950,303	966,055	1,032,073	1,046,365	1,085,657		39,292 3.8%		1,105,534	1,127,645	1,150,197	1,173,202

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%	
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)		2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
6289	Radio Fees												
C	800 MHz network access fees (County Fees)												
C	23 Consoles @ \$400												
C	8 subscribers @ \$400												
C	State Subscriber Fees	17,681	17,681	24,874	32,354	32,354	Fixed	-	0.0%	33,001	33,661	34,334	35,021
C	County Contractual Services	-	3,870	10,300	10,000	10,000	Fixed	-	0.0%	10,200	10,404	10,612	10,824
C	County Subscriber Fees	6,999	6,999	7,524	7,280	7,280	Fixed	-	0.0%	7,426	7,575	7,727	7,882
C	Motorola Support	11,950	11,950	12,308	-	-	Fixed	-	0.0%	-	-	-	-
C	Outdoor Warning Siren Support (Dakota County)				-		Fixed	-	0.0%	-	-	-	-
C	Fire Alerting Support (Dakota County)						Fixed		0.0%		-	-	-
	Other						Fixed		0.0%		-	-	-
C	Video Conferencing Hardware Support (Conference/Training Rooms)	-	-	500	-	-	Fixed	-	0.0%	-	-	-	-
	Radio Fees Total	36,630	40,500	55,506	49,634	49,634		-	0.0%	50,627	51,640	52,673	53,727
			-										
6290	Rental Equipment												
J	Large Copier/Printer/Fax/Scanners in Dispatch/Admin	3,141	3,403	3,299	4,340	4,339	Variable	(1)	0.0%	3,141	3,235	3,300	3,366
C	Copier/printer for dispatch floor - REMOVE LINE				-			-	0.0%		-	-	-
J	Postage machine	287	260	309	228	228	Variable	-	0.0%	233	238	243	248
J	Maint for Large Copier/Printer/Fax/Scanners in Dispatch/Admin	1,017	587	945	600	600	Variable	-	0.0%	650	670	690	710
	Rental Equipment Total	4,445	4,250	4,553	5,168	5,167		(1)	0.0%	4,024	4,143	4,233	4,324
6291	Lease payments to Dakota County												
T	Base Facility Lease	725,100	725,100	725,100	725,100	483,400	Fixed	(241,700)	-33.3%	-	-	-	-
	Less: Rent to Dakota County	(9,600)	(9,600)	(9,600)	(9,600)	(6,400)	Fixed	3,200	-33.3%	-	-	-	-
6291	Lease payments to Dakota County	715,500	715,500	715,500	715,500	477,000		(238,500)	-33.3%	-	-	-	-
T													
6308	Tuition Reimbursements			-	-	-		-	0.0%	-	-	-	-
D													

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
6311	Training & Conferences											
	Conferences											
C	APCO - National conference	2,437		-	-	4,000	Variable	4,000 0.0%	4,080	4,162	4,245	4,330
C	NENA - National conference	2,047		-	-	2,000	Variable	2,000 0.0%	2,040	2,081	2,123	2,165
C	EMD/EFD National conference (Navigator)	55	616	4,000	4,000	4,000	Variable	0.0%	4,080	4,162	4,245	4,330
C	CAD National conference	3,988		-	-	2,000	Variable	2,000 0.0%	2,040	2,081	2,123	2,165
C	Administrative (IPMA-HR)			-	-	2,000	Variable	0.0%	2,040	2,081	2,123	2,165
C	Local conferences (APCO/BCA/NENA/Police Chiefs/Wellness)	1,285	840	1,900	1,900	1,900	Variable	- 0.0%	1,938	1,977	2,017	2,057
	Training						Variable			-	-	-
C	EMD	8,115	4,955	6,690	3,226	1,792	Variable	(1,434) -44.5%	1,828	1,865	1,902	1,940
C	Other training events	6,540	5,187	2,500	2,500	2,500	Variable	- 0.0%	2,550	2,601	2,653	2,706
C	Administrative training	1,226	295	1,000	1,000	1,000	Variable	- 0.0%	1,020	1,040	1,061	1,082
C	EFD	13,600	28,495	6,690	4,162	1,133	Variable	(3,029) -72.8%	6,000	6,000	6,180	6,365
C	IT training	-	-	1,000	1,000	1,400	Variable	400 40.0%	3,400	3,468	3,537	3,608
				-	-	-		- 0.0%	-	-	-	-
	Total Training and Conferences	39,293	40,388	23,780	17,788	23,725		5,937 33.4%	31,016	31,518	32,209	32,913
6312	Business Meetings & Expenses	141	129	550	550	550	Variable	- 0.0%	350	350	350	350
J												

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
6313	Dues											
J	APCO		339	350	345	355	Variable	10 3.0%	362	369	376	384
J	NENA	142	142	283	275	283	Variable	8 3.0%	289	295	301	307
C	IACP				-	-	Variable	- 0.0%	-	-	-	-
C	Reference Materials for Dispatch				-	-	Variable	- 0.0%	-	-	-	-
J	Misc. Dues & Memberships	1,636	1,607	1,596	1,549	1,595	Variable	46 3.0%	1,627	1,660	1,693	1,727
	Dues and Subscriptions Total	1,778	2,088	2,229	2,169	2,234		65 3.0%	2,278	2,324	2,370	2,418
6310	Miscellaneous											
F	Debt reporting/Arbitrage Calculations			-	-	-			-	-	-	-
	Refund to Members								-	-	-	-
6310	Miscellaneous			-	-	-		- 0.0%	-	-	-	-
6310	Total Miscellaneous	-	-	-	-	-		-	-	-	-	-
	TOTAL CONTRACTUAL/OTHER	2,590,717	2,605,450	2,783,837	2,831,273	2,673,224		(158,049) -5.6%	\$ 2,223,489	\$ 2,265,393	\$ 2,307,360	\$ 2,356,427
	Budget Summary											
	Total Personnel Services	6,437,062	6,529,557	7,210,608	7,112,033	7,420,328		308,295 4.3%	\$ 7,922,945	\$ 8,121,019	\$ 8,324,044	\$ 8,532,145
	Total Commodities	18,278	18,372	21,694	21,694	21,937		243 1.1%	\$ 22,347	\$ 22,829	\$ 23,320	\$ 23,824
	Total Contractual	2,590,717	2,605,450	2,783,837	2,831,273	2,673,224		(158,049) -5.6%	\$ 2,223,489	\$ 2,265,393	\$ 2,307,360	\$ 2,356,427
	TOTAL OPERATING EXPENSES	9,046,057	9,153,379	10,016,139	9,965,000	10,115,489		150,488 1.5%	\$ 10,168,781	\$ 10,409,240	\$ 10,654,724	\$ 10,912,396

TOTAL EXPENSES	9,046,057	9,153,379	10,016,139	9,965,000	10,115,489	150,446	1.5%	10,168,781	10,409,240	10,654,724	10,912,396
DIFFERENCE FROM FINANCIAL REPORT											
DIFFERENCE FROM GENERAL FUND SUMMARY	-	-	-	-	-			-	-	-	-
FUND BALANCE FROM GENERAL FUND SUMMARY	1,639,373	2,259,047	1,076,496	1,782,619	1,261,855			1,012,135	1,001,123	1,104,818	1,235,142
PERCENTAGE	18.1%	24.7%	10.7%	17.9%	12.5%			10.0%	9.6%	10.4%	11.3%
AMOUNT OVER/(UNDER) THE 8.3% PREFERRED BALANCE	885,535	1,496,265	241,818	952,202	418,897			164,737	133,686	216,924	325,775
				-	-			-	-	-	-
AMOUNT OVER/(UNDER) THE 14.0% PREFERRED BALANCE	372,925	977,574	(325,763)	387,519	(154,314)			(411,494)	(456,171)	(386,844)	(292,594)
INCREASE/(DECREASE) IN EXPENDITURES FROM PY	98,876	107,322	970,082	918,943	150,488			53,293	240,459	245,484	257,672
	1.11%	1.19%	10.72%	10.65%	1.51%			0.53%	2.36%	2.36%	2.42%

General Fund Budget - Detail

Fund Balance Percentage		18.12%	24.68%	10.75%	17.89%	12.47%			9.95%	9.62%	10.37%	11.32%
Object Codes		2019 Actual	2020 Actual	2021 Adopted	2021 Estimate	2022 Proposed	Fixed VS Variable	2021 Estimate vs. 2022 Proposed Increase/ (Decrease)	2023 Estimate	2024 Estimate	2025 Estimate	2026 Estimate
						<u>2022</u>			<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
				Variable		7,704,293			8,200,879	8,401,509	8,606,343	8,823,364
				Fixed cost		2,411,196			1,967,902	2,007,731	2,048,381	2,089,032
						<u>10,115,489</u>			<u>10,168,781</u>	<u>10,409,240</u>	<u>10,654,724</u>	<u>10,912,396</u>
						-			-	-	-	-
				Total Fixed Costs		2,411,196			1,967,902	2,007,731	2,048,381	2,089,032
				Fixed costs paid by E911 Fees		581,696	Hard coded		581,696	581,696	581,696	581,696
				Fixed costs paid by MTNS - Flint Hills		18,000			18,000	18,000	18,000	18,000
				Fixed costs to be funded		<u>1,811,500</u>			<u>1,368,206</u>	<u>1,408,035</u>	<u>1,448,685</u>	<u>1,489,336</u>
				Fixed costs to be funded	19.0%	1,811,500			1,368,206	1,408,035	1,448,685	1,489,336
				Variable costs to be funded	81.0%	7,704,293			8,200,879	8,401,509	8,606,343	8,823,364
						<u>9,515,793</u>			<u>9,569,085</u>	<u>9,809,544</u>	<u>10,055,028</u>	<u>10,312,700</u>