



## METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA

November 10, 2021, 10:00 a.m.

1. **Call to Order** – Board Chair, Commissioner Joe Atkins
2. **Approval of Agenda** – Commissioner Atkins
3. **Consent Agenda** – Rohret (**page 3**)
  - A. Approval: September 8, 2021 Meeting Minutes
  - B. Approval: August 2021 Treasurer's Report
  - C. Approval: September 2021 Treasurer's Report
  - D. Approval of Amendments to Metro Radio Standard 3.14.0 – ME TACs
  - E. Approval of New Alternate Appointment to SECB LMR Committee
  - F. Correspondence
4. **Radio Items** – Tracey Fredrick, Radio Services Coordinator
  - A. Approval of Amendment to 2022 Regional Funding Priorities (**page 21**)
  - B. Approval of Amendment to Carver County's ARMER Participation Plan (**page 23**)
  - C. Approval of Amendment to Isanti County's ARMER Participation Plan (**page 25**)
5. **9-1-1 Items** – Mike Mihelich, 9-1-1 Manager
  - A. Approval of Award of RFP for CAD-to-CAD Interoperability Consultant (**page 29**)
  - B. Approval to Grant Authority to Chair to Sign 9-1-1 System Contract Amendment (**page 31**)
  - C. Approval to Grant Authority to Chair to Sign Second Amendment to Maintenance Agreement for Call Handling System 1 (**page 33**)
6. **EMS Items** – Ron Robinson, EMS Coordinator
  - A. Approval and Acceptance of 2021 – 2022 Naloxone Grant (**page 43**)
  - B. Approval of Lease with City of St. Francis for EMS-MIR Bus Storage (**page 49**)
  - C. Approval of Agreement with Metro Critical Incident Stress Management (**page 55**)
7. **Administrative Items** – Jill Rohret, Executive Director
  - A. Approval and Acceptance of Operation Safety Net After Action Review (**page 63**)
8. **Reports**
  - A. Legislative Report – Margaret Vesel/Matthew Bergeron
  - B. Statewide Emergency Communications Board (SECB) Reports:
    - 1) Finance – Commissioner Wolf/Tracey Fredrick
    - 2) Legislative – Jill Rohret – October meeting cancelled
    - 3) Steering – Commissioner Fernando/Rohret
    - 4) Other SECB Committees – Fredrick/Mihelich
    - 5) Board – Commissioner Matascastillo/Rohret
9. **Old Business** – None
10. **New Business – CLOSED MEETING for Performance Evaluation**
  - A. 2021 Executive Director Performance Review – Atkins
11. **Adjourn**



# **METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA**

November 10, 2021, 10:00 a.m.

## *Metropolitan Emergency Services Board Members*

### Anoka County

Commissioner Mike Gamache\*  
Commissioner Mandy Meisner

### Carver County

Commissioner Gayle Degler\*  
Commissioner John Fahey

### Chisago County

Commissioner Rick Greene\*

### City of Minneapolis

Council Member Andrew Johnson\*

### Dakota County

Commissioner Joe Atkins\* (2021 Chair)  
Commissioner Mary Hamann-Roland

### Hennepin County

Commissioner Irene Fernando\* (2021 Vice Chair)  
Commissioner Chris LaTondresse

### Isanti County

Commissioner Greg Anderson\* (2021 Secretary)

### Ramsey County

Commissioner Trista Matascastillo\* (2021 Treasurer)  
Commissioner Jim McDonough

### Scott County

Commissioner Dave Beer  
Commissioner Tom Wolf\*

### Sherburne County

Commissioner Felix Schmiesing\*

### Washington County

Commissioner Wayne Johnson  
Commissioner Fran Miron\*

\*Denotes Executive Committee member

# METROPOLITAN EMERGENCY SERVICES BOARD

## Meeting Minutes September 8, 2021

### Commissioners Present:

Greg Anderson, Isanti County  
Kevin Anderson, Hennepin County  
Joe Atkins, Dakota County  
Dave Beer, Scott County – **absent**  
Gayle Degler, Carver County  
John Fahey, Carver County – **absent**  
Irene Fernando, Hennepin County  
Mike Gamache, Anoka County  
Richard Greene, Chisago County  
Mary Hamann-Roland, Dakota County – **absent**

Andrew Johnson, City of Minneapolis – **absent**  
Wayne Johnson, Washington County  
Trista Matascastillo, Ramsey County  
Jim McDonough, Ramsey County  
Fran Miron, Washington County  
Mandy Meisner, Anoka County – **absent**  
Felix Schmiesing, Sherburne County  
Tom Wolf, Scott County – **absent**

**Staff Present:** Pete Eggimann; Tracey Fredrick; Kelli Jackson; Mike Mihelich; Jill Rohret; and Martha Ziese.

**Others Present:** Jay Arneson, *MESB Board Counsel*; and Margaret Vesel, *Larkin Hoffman*.

### 1. Call to Order

The meeting was called to order at 10:02 a.m. by the 2021 MESB Chair, Commissioner Joe Atkins.

### 2. Approval of Agenda

*Motion by Commissioner Degler, seconded by Commissioner Fernando to approve the September 8, 2021 agenda. Motion carried.*

### 3. Approval of Consent Agenda

*Motion made by Commissioner McDonough, seconded by Commissioner Miron to approve the September 8, 2021 consent agenda. Motion carried.*

### 4. Radio Items

#### A. Approval of 2022 Regional Funding Priorities

Tracey Fredrick said the Radio TOC and 9-1-1 TOC recommend the Board approve the regional funding priorities for grants available in 2022.

*Motion made by Commissioner Degler, seconded by Commissioner Fernando to approve the 2022 Regional Funding Priorities. Motion carried.*

### 5. 9-1-1 Items

#### A. Ratification of Appointment(s) to 9-1-1 Telecommunicator Reclassification Work Group

Pete Eggimann said the legislature passed a bill forming a telecommunicator reclassification work group, which included the membership of the work group. The Commissioner of Public Safety was supposed to make the appointments based on the recommendations from each of the regions or agencies listed in the work group's membership. There was a very short timeline, and at a special 9-1-1 TOC meeting in July, recommendations were made and provided to the MESB Chair to make those appointments by the statutory deadline of July 30, 2021. The request today is for the Board to ratify the Chair's recommendations.

*Motion made by Commissioner Matascastillo, seconded by Commissioner McDonough to ratify the Chair's appointments to the 9-1-1 Telecommunicator Reclassification Work Group. Motion carried.*

# METROPOLITAN EMERGENCY SERVICES BOARD

## 6. EMS Items

### A. Award of RFP for EMS Leadership Development

Jill Rohret said EMS leadership development training was included in the metro region's EMSRB grant program since 2017. Because the MESB's policy requires an RFP process every five years for MESB vendors, a new RFP was released this year. One submission was received, and it was from Above the Line Leaders International (ATL). ATL was awarded the 2017 RFP as well. ATL's proposal is in line with the FY 2022-2023 EMS grant budget.

*Motion made by Commissioner Gamache, seconded by Commissioner McDonough to award the RFP for EMS Leadership Development to Above the Line (ATL) Leaders International for FY2022-2023 EMS leadership development training. Motion carried.*

### B. Acceptance of new EMSRB Grant for Continuing Education

Rohret said the EMSRB has in the past had two grants for the regions, the relief grant and the support grant. This year the EMSRB split out continuing education as its own grant. It will be in the same cycle as the other two, July 1, 2022- June 30, 2023. The grant is for \$73,125.00 per year.

*Motion made by Commissioner Matascastillo, seconded by Commissioner Miron to accept the new Emergency Medical Services Regulatory Board (EMSRB) grant for continuing education for fiscal years 2022-2023 in the amount of \$73,125.00. Motion carried.*

## 7. Administrative Items

### A. Appointment of Primary Representative to SECB Legislative Committee

Rohret said in January, the MESB appointed Commissioner Meisner to be the MESB representative to the SECB Legislative Committee; Rohret was appointed as the alternate. Commissioner Meisner was appointed to the Governor's Mental Health Advisory Council and needs to step down as the MESB representative to the SECB Legislative Committee, as the two meetings have conflicting schedules. Rohret stated that the MESB needs to make a new primary member to the committee for the remainder of the year.

*Motion made by Commissioner Degler, seconded by Commissioner Matascastillo to appoint Jill Rohret as the primary representative and Commissioner Joe Atkins as the alternate representative to the SECB Legislative Committee for the remainder of 2021. Motion carried.*

### B. Award of Audit Services RFP

Rohret said MESB policy requires RFP for contracted services every five years. Due to this policy, an RFP for audit services was issued in July and one response was received from Redpath and Company. It is the MESB recommendation that the RFP be awarded to Redpath and Company.

*Motion made by Commissioner Greene, seconded by Commissioner Miron to award the audit services RFP to Redpath and Company. Motion carried.*

### C. Approval of New MESB Policy 035 – Not Public Data & MESB Data Inventory

Rohret said per Minnesota Statute, governments were required to develop policies regarding access to not public data by August 1, 2014. Staff drafted a policy and data inventory to meet this requirement; the drafts of both documents were reviewed by MESB counsel.

*Motion made by Commissioner McDonough, seconded by Commissioner Fernando to approve the new MESB Policy 035 – Not Public Data & MESB Data Inventory. Motion carried.*

# METROPOLITAN EMERGENCY SERVICES BOARD

## **D. Discussion: Draft Amendments to MS 403**

Rohret reminded members of a discussion from the May MESB meeting on proposed amendments to the first 15 chapters of MS 403. Since then, a work group has been working on amending those chapters. Additionally, at the September meeting of the SECB Legislative Committee, the committee formed a work group to work on the governance language in MS 403.36 and 403.39.

Rohret went through some of the changes to the first 15 chapters of MS 403. She noted that one change from the May discussion was that counties are no longer required to be part of the state-provided 9-1-1 network, though if a county or region chooses to implement their own 9-1-1 network, it must be interoperable with the state's network.

Rohret said another concern from the May discussion was not allowing counties or regions to be part of the state's 9-1-1 network contract(s), which had previously been the only way to access the metrics data of 9-1-1 network. ECN will require 9-1-1 network vendors to provide that information to any PSAP.

Rohret said the MESB will retain the right to create and implement its own design and performance standards. Originating service providers will be required to provide their subscribers' location information, which is important to ensure 9-1-1 GIS databases contain all subscribers' addresses.

Rohret said regarding the 9-1-1 fee, statute will remove the long list of eligible uses for the fee and list only what the FCC does not allow. Additionally, language providing counties liability protection for usage of county GIS data for 9-1-1.

Regarding governance language amendments, Rohret said at the September SECB Legislative Committee meeting there was discussion regarding governance language and statute. Throughout the technical portion of the discussion there were many questions and concerns about responsibilities of ECN and the SECB, which is why the governance language is so important.

Rohret asked if any commissioner was interested in participating in the work group on the SECB governance language.

Commissioner MatasCastillo said that some of the tension will likely clear up if the governance piece is defined.

Commissioner Fernando said the ECN vision does not line up with the other visions of the SECB role. If there are inaccuracies in statute, it will be hard to change in the technical and operational aspects.

Rohret said there are a lot of questions on what the role of the SECB is and how governance fits into statute. The language around SECB governance in statute is very vague, and the interpretation of the role of the SECB changes based on the ECN director.

Commissioner Fernando said on the technical side if we are able to include language that states that operational governance is not removed.

Commissioner Gamache said the AMC and the MESB are only a part of the SECB and asked if there is support from Sheriffs.

# METROPOLITAN EMERGENCY SERVICES BOARD

Rohret said there is some support and communication from the Association of Minnesota Counties, Minnesota Sheriff's Association, and from the other regions. If it comes to lobbying to strengthen the SECB, one-third of the SECB board cannot take a position that disagrees with the governor, as state agencies cannot take positions that disagree with the governor.

Commissioner Matascastillo said it is important that a commissioner serve on that work group and will volunteer. Commissioner Gamache said he would like to participate.

## **8. Reports**

### **A. Legislative**

Margaret Vesel said the Front-Line working group has been meeting. It is a bi-partisan group headed up by Representative Winkler and Senator Housley. They are tasked with creating the framework for the \$250 million federal dollars that is to go to Hero pay. It is likely going to involve the governor.

Vesel said leadership is changing in the senate. Paul Gazelka has announced he will be running for governor. Susan Kent has also announced she will not run again.

### **B. Statewide Emergency Communications Board (SECB) Reports:**

#### **1. Finance**

Fredrick said at the August meeting of the Finance Committee goals for the SECB's strategic plan were discussed.

#### **2. Legislative**

Rohret said at last week's Legislative Committee meeting, the group discussed amendments to MS Chapter 403 and the strategic plan were discussed.

#### **3. Steering**

Fernando said there was discussion on the Statewide Communication Interoperability Plan or SCIP, which is the new version of the SECB's strategic plan. The SCIP will fall in-line with the federal view of interoperability.

#### **4. Other SECB Committees – no update**

#### **5. SECB – no update**

### **9. Old Business – None**

### **10. New Business**

#### **A. Special/Closed MESB Meeting, Thursday, September 30, 2021**

Commissioner Atkins reminded members of the special, closed meeting of the MESB on Thursday, September 30 at 10:00 a.m.

#### **B. Recognition of Pete Eggimann's Retirement**

Commissioner Atkins and Jill Rohret recognized Pete Eggimann's retirement from the MESB after 21 years.

### **11. Adjournment**

The meeting adjourned at 11:00 a.m.



METROPOLITAN  
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST  
SAINT PAUL, MINNESOTA  
55104-3431

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

TO: Metropolitan Emergency Services Board  
FROM: Ramsey County Commissioner Trista Matascastillo, MESB Treasurer  
RE: Treasurer's Report – August 2021  
DATE: September 22, 2021

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

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

The review was conducted on September 22, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Trista Matascastillo", with a horizontal line extending to the right.

Trista Matascastillo  
Commissioner, Ramsey County  
Treasurer, Metropolitan Emergency Services Board



METROPOLITAN  
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST  
SAINT PAUL, MINNESOTA  
55104-3431

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

TO: Metropolitan Emergency Services Board  
FROM: Ramsey County Commissioner Trista Matascastillo, MESB Treasurer  
RE: Treasurer's Report – September 2021  
DATE: November 2, 2021

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

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

The review was conducted on November 2, 2021.

Sincerely,

Trista Matascastillo  
Commissioner, Ramsey County  
Treasurer, Metropolitan Emergency Services Board





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 3D. Approval of Amendments to Metro Radio Standard 3.14.0  
**Presenter:** Fredrick

### **RECOMMENDATION**

The Radio TOC recommends Board approval of amendments to Metro Radio Standard 3.14.0 – Use Metro ARMER ME TACs.

### **BACKGROUND**

The Metropolitan Emergency Services Board established 43 standards for operating the ARMER system in the Metro Region. These standards range from how utilities are billed to how to request changes on the system.

### **ISSUES & CONCERNS**

One Metro Radio Standard has been reviewed for content and language changes.

Updates to Standard 3.14.0 were made to read similar to its equivalent state standard. The sections for clear talkgroups and encrypted talkgroups have been separated. The encryption section also has added language for patching resources.

The Radio TOC has reviewed the standard and has approved the amendments outlined.

### **FINANCIAL IMPACT**

None to MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

## Metro Region ARMER Standards

### Section 3 – Metro 3.14.0 Use of Metro ARMER ME TACS

Date Established

1- 06-01

Date Revised/Reviewed

~~7-6-21~~10-19-

18

#### 1. Purpose or Objective

To establish policy and procedures for use of the metro region ARMER ME TAC 1-12E talkgroups. These talkgroups are a region-wide resource to facilitate communications between agencies that typically do not communicate with each other on a regular basis. This policy will serve to minimize usage conflicts when an interoperability talkgroup is needed for an event.

#### 2. Technical Background

- Capabilities

It is possible to have access to ME TAC talkgroups in radios used by metro agencies that share use of the ARMER system. These common talkgroups can be used for a wide range of intercommunication when coordination of activities between personnel of different agencies is needed on an event. Patching of the talkgroups can be done to any single non-hard patched conventional resource, other common talkgroups or to private talkgroups as needed to facilitate communications for an event.

- Constraints

Some of these talkgroups may be used as part of a soft patch to common VHF channels that are restricted for use by personnel of specific services, such as the VLAW31 VHF frequency that may only be used by law enforcement and EMS personnel. The dispatch center creating the patch is responsible for checking for proper talkgroup authorizations when creating soft patches.

Because many different agencies may be communicating with one another, for purposes of safety, plain English/common terminology must be used when communicating on these regional resources. **The use of ten codes is not permitted.** This pertains to direct or indirect (when in soft patch) use of these regional resources.

The availability and the use of these talkgroups should be easily understood by radio user personnel who are primarily concerned with their mission.

**ME TACs are not to be used for an internal event. Private, other tactical, administrative, or common talkgroups are for internal agency communications. ME TACs should be used only when interoperability with external agencies is needed or is likely.**

ME TAC's 1-10 shall not be encrypted.

ME TAC's 11E and 12E are always encrypted.

Metro region-wide ARMER talkgroups may only be in one patch at a time.

#### 3. Operational Context

These talkgroups are metro region resources to facilitate communication between agencies that typically do not communicate with each other on a regular basis.

ME TAC1-10 are available for use by all users.

ME TAC11E-12E are only available for law enforcement.

Agencies not included under the MESB joint powers agreement require written permission from the MESB for use of the ME TAC E talkgroups.

#### 4. Recommended Protocol/Standard

##### ME TAC 1-10 Talkgroups

TG Requirements	For Whom?
Highly Recommended	<u>MetroAll</u> public safety and public service mobiles, portables, PSAPs
Recommended	<u>MetroAll</u> public safety and public service mobiles, portables, PSAPs
Optional	None
Not Allowed	None

Cross Patch Standard	Yes/No	To Talkgroup(s)
Soft Patch	Optional	As needed
Hard Patch	No	None

In order to meet the communication needs for an event, the ME TAC1-10 talkgroups may be patched to:

- Conventional RF resources, such as VHF, UHF, etc.
- Private agency talkgroups, such as dispatch mains, tactical talkgroups, etc.
- Direct patches between the ME TAC talkgroups, although this would not be preferred as a method of resolving communications needs.

##### ME TAC11E-12E Talkgroups

TG Requirements	For Whom?
Highly Recommended	<u>AuthorizedAll</u> public safety and public service mobiles, portables, PSAPs
Recommended	<u>AuthorizedAll</u> public safety and public service mobiles, portables, PSAPs
Optional	None
Not Allowed	Non-law enforcement users

Cross Patch Standard	Yes/No	To Talkgroup(s)
Soft Patch	Optional	As needed
Hard Patch	No	None

ME TAC11E and 12E talkgroups may only be patched to another talkgroup encrypted by ADP, DES, or AES encryption.

The Status Board application will be used to manage the talkgroup resources.

**The ME TAC talkgroups shall only be used when there is a significant need for interagency communications and other suitable means for interagency communications are unavailable, to avoid a reduction in availability of these resources when needed for important events.**

None of the ME TAC talkgroups shall be part of any system-configured multi-group.

It is highly recommended that metro region ARMER system public safety dispatch consoles have all the ME TAC talkgroups available for patching.

**If an agency elects to not program a sufficient quantity of these tactical talkgroups, it is the individual agency's responsibility to understand that it will be limiting its ability to communicate with other agencies during an emergency event. The agency will be responsible to resolve its interagency communications methods during an event.**

If non-law enforcement agencies desire use of the 11E and 12E talkgroups, a waiver proposal should be sent to the Regional Radio Services Coordinator for consideration by the Radio Technical Operations Committee (TOC).

## 5. Recommended Procedure

The pool talkgroups may be either used directly or be patched to other resources to meet the communication needs of an event.

The usage of ME TAC 1-10 talkgroups for **EMERGENCY or IN PROGRESS** interoperability events should be ME TAC 1, 2, 3, 4, . . .10 in that order.

The usage of ME TACs for **PREPLANNED NON-EMERGENCY** interoperability events should be ME TAC 10, 9, 8, 7, . . .1 in that order. **ME TAC 1 will not be reserved for planned events.**

When formulating communications plans, COMLs should check with the agencies involved in interoperability events to see what shared resources are available.

When a resource is needed, the requesting agency will contact the appropriate metro region ARMER dispatch center to have the next preferred available talkgroup granted. The dispatch center will utilize the Status Board application to identify the status of the resource.

At the conclusion of the event, the ARMER dispatch center will remove any patches that were used for the event and update ~~the~~ Status Board.

Resources that are patched to these talkgroups, such as VLAW31, VFIRE23, and VMED28 VHF radio frequencies shall continue to adhere to the rules set forth by the groups that govern the use of their respective conventional radio resources.

**NOTE: Dispatch centers initiating any soft patches must announce the patch after it is set up AND prior to it being taken down.**

## 6. Management

Metro Region dispatch center managers and supervisors for agencies on the ARMER system shall ensure that this procedure for usage and assignment of the ME TAC talkgroups be adhered to, as well as the setting up of soft patches for which they are responsible.

The Minnesota Status Board System Administrator shall be responsible for the Status Board application.

Dispatch center operators shall receive initial and continuing training on the use of this procedure.

The Metropolitan Emergency Services Board will be responsible for the ME TAC E encryption key.



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 3E. Approval of MESB Representative to  
SECB Land Mobile Radio Committee  
**Presenter:** Fredrick

### **RECOMMENDATION**

The Radio Technical Operations Committee (TOC) Board approval to appoint Curt Meyer as the alternate metro member to the Statewide Emergency Communications Board (SECB) Land Mobile Radio (LMR) committee for the remainder of calendar year 2021.

### **BACKGROUND**

According to MESB bylaws, the Radio TOC must make a recommendation to the Board on the primary and alternate members to the SECB LMR committee.

### **ISSUES & CONCERNS**

The Radio TOC voted to appoint Nate Timm from Washington County and Curt Meyer from Hennepin County as respective primary and alternate members to the SECB LMR Committee for 2021.

The previously appointed alternate, Mike Mihelich, left employment with Ramsey County in August 2021. Mr. Timm has agreed to stay on as primary member and Mr. Meyer from Hennepin County volunteered to become the alternate member; the Radio TOC approved this action on September 22, 2021.

### **FINANCIAL IMPACT**

None to the MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

**Civil Unrest AAR  
Recommendation Status  
Updated 10/21/2021**

Tracking #	Recommendation	Person/Agency Responsible	Status
1	Establish the governance structure, on-going funding model, training, and procedures to deploy and utilize 9-1-1 call workload sharing between cooperating .	PSAPs/Cities/Counties/MESB	08/24/21 - The RFP for professional and technical services from a consultant to assist the WG with the implementation and funding steps necessary to get a system in place closed for responses on August 20, and no vendors responded. The WG and staff will review the RFP requirements to determine if there is something in the RFP itself that discouraged vendors from responding or if additional advertising is needed to make sure vendors are aware of the RFP, or both. 10/20/2021 The RFP was reposted in September. Two proposals were received in response to the posted RFP that was due October 15th. Selection of consultant for RFP has been completed by workgroup RFP evaluation team, and the action sheet has been completed to present to the Board at the November 10th meeting recommending award to the selected consultant.
2	Identify and implement workload sharing applications that will permit 9-1-1 calls to overflow to neighboring ECCs which have agreed to work together cooperatively, permitting calls to be answered, triaged, classified (type or nature code assignment), and sent electronically into the original destination ECC's CAD dispatch queue, permitting the original destination ECC to coordinate the emergency response to incidents within its jurisdiction.	PSAPs/Cities/Counties/MESB	(combined with #1)

3	Identify and implement workload sharing applications that will establish a regional CAD incident display map showing the location of emergency responders (both personnel and units) and incidents in progress, permitting the appropriate personnel to have a big picture understanding of what is happening at the regional level in real time.	PSAPs/Cities/Counties/MESB	(combined with #1)
4	Identify telecommunicator resources to support any ECC personnel that have been involved in prolonged or horrific emergency events and may not recognize the extent they have been impacted mentally and emotionally, and those that recognize they need help.	9-1-1 TOC/MESB	08/24/21 The Motivations training was completed in June. At the August 911 TOC meeting the committee decided to request additional grant funding to continue to develop telecommunicator resiliency programs at each of the regional PSAPs in 2022. 10/20/2021 - Additional grant money will be available for additional resiliency training. Requirements need to be formed for solicitation of a vendor to produce and present training material for this new round of grant funding.
5	Establish procedures to support the use and staffing of community tip lines that do not terminate in or interfere with ECC operations or negatively impact the 9-1-1 system whenever law enforcement or fire establish a joint command facility (e.g. MACC).	PSAPs/Cities/Counties/Other agencies	06/24 - The recommendation to not terminate community tip lines at ECCs was included in the Operation Safety Net (OSN) planning in February and March. An after action report is now being prepared regarding the OSN planning and implementation. The information from that report may become the basis for the development of a regional standard that addresses the use of tip lines that do not interfere in ongoing ECC operations.
6	Establish or update an existing metro region 9-1-1 standard to block "anonymous" calls to admin lines that terminate in the ECC to reduce harassing, abusive, or denial of service attack calls that can negatively impact ECC operations.	9-1-1 TOC/PSAPs/MESB	10/20/21 - Discussion began at the September 2021 9-1-1 TOC Meeting
7	Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff. a. Response agency command staff need to be trained on the existence and need/use of the Metro Region Communications Response Task Force (CRTF). i. Command staff turnover is a problem; special training directed specifically for command staff should be developed.	CRTF/Duty Officer/Statewide Training	INTD/INCM training was provided in March 2021 specifically directed towards those who may be called in for response to Civil Unrest. Many Metro telecommunicators were also in attendance at a FEMA INTD course held in mid-June 2021. A metro-specific telecommunicator class is being developed currently. Several Metro CRTF members are attending a statewide drill held in August 2021 to get experience with emergent activities. Additionally, 3 metro members have been invited to participate in a COML course in Fall 2021. Additional space in an early 2022 COML course is also available.



8	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>a. Response agency command staff need to be trained on the existence and need/use of the Metro Region Communications Response Task Force (CRTF).</p> <p>ii. Include State Duty Officer training to assist in understanding the communications resources and processes to be utilized as part of the ICS structure.</p>	CRTF/Duty Officer	As of March 2021, the Duty Officer position at BCA has been identified to only be for use in statewide emergencies in which a state agency is impacted; it will no longer be directing activities for regional activities. DPS-ECN has come up with a process to contact the SWIC for such emergencies. As such, this line item may be deleted, or changed to reflect the new process.
9	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>b. Build relationships between the CRTF and agency command staff.</p>	CRTF/Metro EM Agencies	CRTF Steering Team has begun having internal meetings in their own entities, doing more outreach to partner entities.
10	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>c. Ensure that ECC management personnel are included in all EOC/MACC operations at the same level, and at the same time, as law enforcement, fire, and EMS management personnel are included.</p>	MESB, HSEM	Pre-planning for the spring 2021 trial seemed to go more smoothly. There is still some room for opportunity with the other upcoming trials.
11	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>d. Include COMU representatives at the MACC at the beginning of MACC operations.</p>	CRTF/Duty Officer/MACC	Pre-planning for the spring 2021 trial (Operation Safety Net) seemed to go more smoothly. There is still some room for opportunity with the other upcoming trials.

12	Create or update an existing standard to require ARMER talkgroups to be labeled using the same talkgroup names system wide. Currently, different agencies label the same talkgroup by different names.	Radio TOC Standards Workgroup/Statewide Standards Workgroup	MESB standards workgroup and state standards workgroup discussed in November 2020. System limitations make this difficult to do. Have also brought forward to State standards planning; still in discussion.
13	Conduct on-going ARMER training for law enforcement, fire, and EMS responders, both for new-hires and as part of regular in-service training, as required in SECB Standards LMR-29, LMR-30, and LMR-31.		Videos posted to MESB site in October 2020. On-going training statewide being discussed.
14	Create better advertisement of available resources, such as equipment caches, CRTF, etc. at a state level.	Duty Officer/MACC/CRTF	As of March 2021, current SWIC is aware of resources and how to deploy. See also #8.
15	Identify regional, or statewide, EOC or MACC locations that can be properly equipped in advance.	HSEM	Not started
16	Establish regional communications plans that can be practiced and implemented by the appropriate COMLs as soon as an incident escalates into a multi-agency, multi-jurisdictional event. This should be incorporated into the ICS implementation plans but could be activated before the ICS structure is established beyond the initial response. This response should also include the distribution of a consolidated ICS 205 form and can include additional forms in the future, such as an ICS 205a or ICS 217 form.	CRTF	Metro has these common forms on the ARMER standards page and the CRTF page. Current method for distribution of region-wide ICS205s is to send through the Radio Services Coordinator.
17	Create or update an existing metro region ARMER standard that recommends requesting the deployment of CRTF resources when an incident escalates to include multi-jurisdiction coordination or multi-agency responses from more than one ECC service area. This should not be dependent on whether law enforcement or fire establish a joint command facility (e.g. MACC). a. Define how CRTF is activated. b. Notify the State Duty Officer as soon as a request to deploy the CRTF is received. c. Ensure the State Duty Officer documentation related to CRTF deployment is current. d. Define how the regional ECCs will be notified.	Radio TOC Standards Workgroup/CRTF	Updated Large Event Communications Standard 3.21.0; approved by MESB Board September 2020. Approved new event standard July 2021.

18	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>a. Response agency command staff need to be educated on the existence and need/use of the CRTF.</p> <p>i. Command staff turnover is a problem; special training directed specifically for command staff should be developed.</p> <p>ii. Include State Duty Officer training to assist in understanding the communications resources and processes to be utilized as part of the ICS structure.</p>	CRTF/Duty Officer/Metro EM Agencies	See #8.
19	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>b. Build relationships between the CRTF and agency command staff.</p>	CRTF/Agency Command Staff	See #9
20	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>c. During the event, some agency heads expressed concern that their responders would not be able to find the talkgroups specified in the ICS 205s on their radio.</p>	CRTF/Metro COML	<p>This concern is also part of the on-going training mentioned in other areas of recommendation. Videos and documents have been added to the MESB website as of October 2020, and on-going training at a state level is being discussed in several workgroups.</p>

21	<p>Provide training to agency heads and elected officials regarding the role of the emergency communications centers and COMLs in the emergency response continuum. Work together with other emergency responder agencies to include an emergency communications and response coordination training module to be incorporated into new hire training, as well as in-service training, provided by the law enforcement, fire, and EMS agencies to their staff.</p> <p>d. Add the MESB's ARMER training video on changing zones on subscriber units uploaded to the MESB website. (As of the final draft of this document, this video is available on the MESB's website and the link has been distributed to metro region ARMER system administrators.)</p>	MESB	Complete, October 2020
22	<p>For jurisdictions where there are separate management structures for 911 and ARMER, regular coordination meetings need to be established so that the two teams identify issues proactively and work together to address the issues. This coordination should include contingency planning for system failures and multi-agency events.</p>	Regional Emergency Communications Boards	Not started
23	<p>Establish a timeline for requiring encryption-capable radios for response agencies within the metro area.</p>	Cities/Counties/Radio TOC/MESB/Regional Emergency Communications Boards	Change Management group has begun meeting; May 2021 - Encryption Best Practices guide has been approved and posted.



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 4A. Approval of Additional 2022 Regional Funding Priorities  
**Presenter:** Fredrick

### **RECOMMENDATION**

Staff recommends the Board approve two additional regional funding priorities to be added to the 2022 regional funding priority list.

### **BACKGROUND**

Emergency Communication Networks (ECN) Division and the Statewide Emergency Communications Board (SECB) require regions to annually approve regional funding priorities. These priorities are to include projects/items/concepts for which regions can apply for grant funds through the SECB process. In the past, grants were only open to radio projects.

State grant objectives and SECB funding hierarchy will determine which projects MESB staff will include in the grant applications. Generally, staff will apply for the highest priority project from both areas.

### **ISSUES & CONCERNS**

9-1-1 projects are now eligible for grant funding. Due to this, both the 9-1-1 TOC and the Radio TOC develop their list of regional funding priorities. Grants are structured so that both 9-1-1 and radio projects apply for the same grant funds and are included in the same competitive structure.

MESB voted at its September 2021 meeting to approve a list of regional funding priorities set forth from the 9-1-1 and Radio Technical Operations Committees. After that meeting, staff learned of a cybersecurity focus for an upcoming federal grant and would like to add PSAP Security Audits as an amendment to that list.

Lastly, staff would like to also include GIS 9-1-1 data readiness as a funding priority as well.

### **FINANCIAL IMPACT**

None to the MESB other than staff time to apply for and process grants. Equipment will likely require a 50% match from the awarded agency.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 4B. Approval of Amendment to Carver County's ARMER Participation Plan  
**Presenter:** Fredrick

### **RECOMMENDATION**

The Radio Technical Operations Committee recommends the Board approval of the amendment to the Carver County ARMER participation plan.

### **BACKGROUND**

Carver County is an ARMER participant. It currently utilizes a full ARMER participation plan with DPS-ECN.

### **ISSUES & CONCERNS**

Carver County requests approval of an amendment to its ARMER participation plan to add an eight-port conventional channel gateway (CCGW) device to aid in backup operations.

Currently, Carver County is upgrading its facilities at the Carver County Government Center, where its PSAP is located. This plan amendment will aid in completing these upgrades.

### **FINANCIAL IMPACT**

None to MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



**Office of County Sheriff**  
Carver County Government Center  
Justice Center  
606 East Fourth Street  
Chaska, Minnesota 55318-2102

**Jason Kamerud, Sheriff**

Emergency: 911  
Sheriff Admin: (952) 361-1212  
Admin. Fax: (952) 361-1229  
Dispatch: (952) 361-1231  
(Non-Emergency)

September 9, 2021

Ms. Tracey Fredrick  
Metropolitan Emergency Services Board  
2099 University Avenue West  
St. Paul, MN 55104

**Re: Carver County's Request to Add One (1) CCGW**


Dear Tracey,

Carver County is upgrading its PSAP backup capabilities. Our current backup arrangement is more than 20 years old and dates back to a time when the sheriff's offices and PSAP were in a different location on our government center campus.

In order to enable a smooth transition and gain control of the needed new backup radio console resources we have elected to add one (1), eight (8) port CCGW to our existing MCC 7500 console configuration. We seek MESB/SECB authorization to do this with the goal of maintaining suitable service levels to our citizens, users, and staff.

Thank you for your consideration.

Sincerely yours,

DocuSigned by:  
  
FE89E870BDA741B...  
Jason Kamerud  
Carver County Sheriff

9/13/2021 | 4:26:20 PM CDT





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 4C. Approval of Amendment to Isanti County's ARMER Participation Plan  
**Presenter:** Fredrick

### **RECOMMENDATION**

The Radio Technical Operations Committee recommends Board approval of the amendment to the Isanti County ARMER participation plan.

### **BACKGROUND**

Isanti County is an ARMER participant. It currently utilizes a full ARMER participation plan with DPS-ECN.

### **ISSUES & CONCERNS**

Isanti County requests approval of an amendment to its ARMER participation plan to add a permanent patch for LTE devices to connect to certain Isanti County talkgroups. This patch would only be used locally and ARMER system impact would not be substantial.

Isanti County also requests approval of six additional talkgroup IDs, which brings its total talkgroup IDs assigned to 35, if approved.

### **FINANCIAL IMPACT**

None to MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



**Sheriff Christopher L. Caulk**

**Chief Deputy Lisa Lovering**

*Dedicated To Serve All The People*

August 9, 2021

MESB Radio Services Coordinator Tracey Fredrick  
Metropolitan Emergency Services Board  
2099 University Ave West  
St. Paul, MN 55104

Dear Coordinator Fredrick,

Isanti County ARMER Participation Plan Modifications:

Isanti County would like to modify their current ARMER Participation Plan to expand in the following areas:

Interface of a permanent patch between ARMER radios on Isanti County talkgroups with LTE devices.

Additional talkgroup to be added to the original participation plan.

Per ARMER Standard LMR-53 specifications, four ARMER radios that have access to only Isanti County talkgroups will be patched via JPS Interoperability Solutions equipment and be accessible to selected LTE Devices via the JPS VIA (a FirstNet Certified App). Radio equipment programming meets the LMR-53 specifications.

Isanti Count request the talkgroup count for Isanti County to be increase by six talkgroups to allow for growth of ARMER participation in Isanti County. Per the ARMER monthly reports, Talkgroups Approved by OTC for Isanti County is 29, we request this to be increased to 35.

If you need further information, please feel free to reach out to me. I will of course stand for any questions. If I am needed at a meeting, I can try to attend in person and if not I suspect I could call in.

Isanti County Sheriff's Office  
2440 Main Street S • Cambridge, MN 55008  
Phone: (763) 689-2141  
Fax-Records/Civil Process: (763) 691-1319  
Fax-Deputies/Patrol: (763) 691-1612

Isanti County Dispatch & Jail  
509 – 18<sup>th</sup> Avenue SW • Cambridge, MN 55008  
Phone: (763) 689-2141  
Fax-Dispatch: (763) 689-3691  
Fax-Jail: (763) 691-689-5381



Sheriff Christopher L. Caulk

Chief Deputy Lisa Lovering

*Dedicated To Serve All The People*

Respectfully

Sheriff Christopher L. Caulk  
Isanti County Sheriff

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Isanti County Sheriff's Office  
2440 Main Street S • Cambridge, MN 55008  
Phone: (763) 689-2141  
Fax-Records/Civil Process: (763) 691-1319  
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## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 5A. Award of RFP for CAD-to-CAD Interoperability Consultant  
**Presenter:** Mihelich

### **RECOMMENDATION**

The Workload Sharing/Situational Awareness Workgroup RFP Evaluation Team recommend the Board award the RFP for “Consultant for CAD-to-CAD Interoperability Governance, Funding & Technical Specifications” to one of the two respondents.

### **BACKGROUND**

As a result of a recommendation in the civil unrest after action review and report, the 9-1-1 TOC formed a workgroup to prepare implementation options for a regional workload sharing and situational awareness solution. The group has identified potential governance, funding, cost-sharing, and participation management options.

At the July 14, 2021 MESB meeting, the Board took action to approve and fund the issuance of an RFP for a consultant to assist the workgroup to develop governance and funding plans, as well as the technical specifications for the RFP to procure a CAD-to-CAD interoperability/workload sharing solution. The Board authorized \$75,000.00 for this project.

### **ISSUES & CONCERNS**

An RFP was issued in September 2021, with responses due on October 15, 2021; two responses were received.

The workgroup evaluated the responses based on the requirements included in the RFP document.

### **FINANCIAL IMPACT**

This cost will be funded out of the MESB’s future projects fund at Hennepin County at a cost not to exceed \$75,000.00.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 5B. Approval to Grant Authority to  
Chair to Sign Amendment 6 to State 9-1-1 Contract  
**Presenter:** Mihelich

### **RECOMMENDATION**

Staff recommend the Board authorize the Chair to sign Amendment 6 to the State of Minnesota/MESB/Lumen 9-1-1 contract, pending favorable review by Board Counsel.

### **BACKGROUND**

Traditionally, the MESB has been a party to a three-way contract for 9-1-1 services between the 9-1-1 service provider, the State of Minnesota, and the MESB for the 9-1-1 service in the metropolitan area. The State is responsible for the monthly recurring costs associated with the 9-1-1 network and the 9-1-1 location database. The MESB and the PSAPs are responsible for one-time costs associated with changes to the 9-1-1 system they initiated.

In November 2016, the MESB approved and executed the State T-730 contract for 9-1-1 services, with the MESB, State of Minnesota and CenturyLink as parties. The maximum number of years for the contract is five, making the termination date November 30, 2021.

### **ISSUES & CONCERNS**

The original T-730 contract document was a two-year contract expiring November 30, 2018, with three one-year extension options which were all executed in the past. The current extension terminates on November 30, 2021. At present, the RFP for Next Generation Core Services and Egress Network has not been released, nor is there a system to which 9-1-1 traffic can be migrated.

Amendment 6 to this contract will extend the current contract termination date to XXXXX XX, 202X. This will allow for the Core Services and Egress RFP to be released and allow 9-1-1 traffic to continue to flow through the installation of the Next Generation system. The amendment also changes some responsibilities of Lumen, as the State of Minnesota and the MESB entered into a contract with Inteliquent in September 2020 to provide 9-1-1 ingress services.

At the time of this writing, the State released notice of intent to extend this contract as a sole source contract, with a deadline of October 25, 2021. It is unknown if the amendment language will be received prior to the November MESB meeting. When the language is received, it will be reviewed by MESB Counsel prior to execution by the Chair.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 5B. Approval to Grant Authority to  
Chair to Sign Amendment 6 to State 9-1-1 Contract  
**Presenter:** Mihelich

### **FINANCIAL IMPACT**

None to MESB. The MESB and PSAPs will continue to be responsible for one-time charges for any change and the State of Minnesota will continue to may all monthly recurring charges.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 5C. Approval to Grant Authority to Chair to Sign Amendment 2 to Five Agency Consortium Vesta Maintenance Contract  
**Presenter:** Mihelich

### **RECOMMENDATION**

Staff recommend approval to grant authority to Chair to sign Amendment 2 to Five Agency Consortium Vesta Maintenance Contract, pending legal review by Board Counsel.

### **BACKGROUND**

In mid-2014, the Board approved three agreements in relation to the five PSAP shared call handling equipment system known as CHS-1: a Master Cooperative Agreement; an Ancillary Agreement to the Cooperative Agreement; and a Purchase Agreement. The parties to the agreements are Allina Health EMS; City of Edina; City of Minneapolis; Hennepin County; and Hennepin EMS. The Purchase Agreement was also signed by the awarded RFP respondent, Independent Emergency Services, LLC (IES). The system is governed by a System Owners Group (SOG) made up of representatives from each of the five PSAP owners. The CHS-1 SOG asked the MESB to act as the contract manager and fiscal agent for the CHS 1 system. The MESB is an additional signatory on the CHS-1 maintenance contract.

### **ISSUES & CONCERNS**

The CHS-1 system has been covered under warranty and the current maintenance agreement which took effect on January 1, 2017 and ran through December 31, 2020. Amendment 1 to the maintenance agreement was approved by the MESB at its January 13, 2021 meeting; Amendment 1 made the contract termination date December 31, 2021.

Amendment 2 to the maintenance contract extends the contract for one additional year, through December 31, 2022. The consortium plans to enter into a purchase agreement to update the system; should the equipment update occur in 2022, this current maintenance agreement will terminate upon installation.

### **FINANCIAL IMPACT**

None to the MESB. The five participating PSAPs are responsible for paying all costs involved with this contract extension.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

**SECOND AMENDMENT TO  
SUPPORT SERVICES AND MAINTENANCE AGREEMENT  
for a  
FIVE-AGENCY CONSORTIUM SHARED/HOSTED GEO-DIVERSE  
VESTA 9-1-1 CALL HANDLING SYSTEM SOLUTION**

**THIS SECOND AMENDMENT TO SUPPORT SERVICES AND MAINTENANCE AGREEMENT (“Amendment”)**, is entered into as of January 1, 2022 by and between Allina Health System d/b/a Allina Health Emergency Medical Services, Hennepin County, City of Edina, City of Minneapolis, and Hennepin Healthcare Systems, Inc. d/b/a Hennepin County Medical Center (individually, **“Buyer”** and collectively, **“Buyers”**), which own and operate individual Public Safety Answering Points (**“PSAPs”**), and the Metropolitan Emergency Services Board (**“MESB”**), which will serve as Contract Manager for the Buyers, and Independent Emergency Services, LLC, a Minnesota limited liability company (**“Contractor”** or **“IES”**).

**WITNESSETH:**

WHEREAS, Buyers, the MESB, and IES entered into a Support Services and Maintenance Agreement for a Five-Agency Consortium Shared/Hosted Geo-Diverse Vesta 9-1-1 Call Handling System Solution dated January 1, 2017, which was previously amended by a First Amendment dated January 1, 2021 (the “Maintenance Agreement”); and

WHEREAS, the parties intend to enter into a Hardware Refresh / Upgrade purchase agreement for the 9-1-1 Call Handling System (the “Purchase Agreement”); and

WHEREAS, installation of the updated equipment will not be completed before January 1, 2022; and

WHEREAS, new warranty periods will commence upon successful installation of the updated equipment at various sites; and

WHEREAS, the Maintenance Agreement expires on December 31, 2021, and the parties wish to extend the Maintenance Agreement for as long as needed; and

WHEREAS, the parties have agreed to pricing for the extension period of the Maintenance Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, Buyers, MESB, and Contractor agree as follows:

1. The term of the Maintenance Agreement shall be extended for up to twelve (12) months. As the updated equipment is successfully installed and Beneficial Use Acceptance (as defined in the Purchase Agreement) occurs and the new warranty commences for each site, maintenance under this Maintenance Agreement shall

end for each site, respectively, and the remaining monthly maintenance value prepaid by each entity shall be applied to Year 2 maintenance for the updated equipment at each respective entity's site.

2. The pricing set forth in the attached Exhibit 1 for Common Equipment Support Services and for individual Buyer Support Services shall be in effect during the extended term.
3. This Amendment may be executed electronically 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.

Each party represents to the other that it has full authority to enter into and secure performance of this Amendment and that the person signing this Amendment on behalf of the party has been properly authorized to enter into this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

(Signature pages to follow)

**SIGNATURE PAGE TO MAINTENANCE AGREEMENT**

**ALLINA HEALTH SYSTEM d/b/a Allina Health Emergency Medical Services**

By: \_\_\_\_\_  
Angela Fox, Director

**SIGNATURE PAGE TO MAINTENANCE AGREEMENT**

**COUNTY OF HENNEPIN  
STATE OF MINNESOTA**

By: \_\_\_\_\_  
Chair of its County Board

Attest: \_\_\_\_\_  
Deputy/Clerk of its County Board

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

**SIGNATURE PAGE TO MAINTENANCE AGREEMENT**

**CITY OF EDINA**

By: \_\_\_\_\_  
Todd Milburn, Chief

**SIGNATURE PAGE TO MAINTENANCE AGREEMENT**

**CITY OF MINNEAPOLIS**

Department Responsible for Administering  
and Monitoring Agreement

By: \_\_\_\_\_  
Its Director of Department of Emergency Communications

By: \_\_\_\_\_  
Finance Officer or Designee

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**SIGNATURE PAGE TO MAINTENANCE AGREEMENT**

**HENNEPIN HEALTHCARE SYSTEM, INC. d/b/a Hennepin County Medical Center**

By: \_\_\_\_\_

T. Ryan Mayfield  
Asst. Chief – Director of EMS



**SIGNATURE PAGE TO MAINTENANCE AGREEMENT**

**METROPOLITAN EMERGENCY SERVICES BOARD**

By: \_\_\_\_\_  
Joe Atkins, Chair

Approved as to form:

By: \_\_\_\_\_  
Jay Arneson, Board Counsel

**SIGNATURE PAGE TO MAINTENANCE AGREEMENT**

**INDEPENDENT EMERGENCY SERVICES, LLC**

By: \_\_\_\_\_  
Richard David Taylor II, Manager



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 6A. Approval of 2021-2022 WCEMS  
Opiate Antagonist Subgrant Agreement  
**Presenter:** Robinson

### **RECOMMENDATION**

Staff recommend the Board approve and accept the amended opiate antagonists subgrant agreement with West Central EMS Corporation (WCEMS).

### **BACKGROUND**

West Central EMS Corporation entered into Amendment 2 with the Minnesota Department of Health (MDH) Grant Agreement No.184620 for naloxone reimbursement and again been contracted to serve as acting fiscal agent and lead coordinating the purchase, distribution, and reimbursement processes.

The MESB has been participating in naloxone reimbursement grants since 2017. The MESB is allotted \$114,000.00; of that amount, \$11,400.00 (10%) can be used for supplies, training, or administrative support or indirect costs. It is important to note the MESB expended 100% of past funds only for the purchase of product and has not utilized any funds for overhead expenses and will continue doing so with these funds.

### **ISSUES & CONCERNS**

MDH has entered into an amendment to the 2020-2021 naloxone reimbursement grant agreement to extend the timeframe to provide funds for the purchase and distribution of naloxone to Minnesota first responders through the eight EMS regions.

The performance period is July 1, 2021, through September 29, 2022. However, additional infused funds and performance period extensions are likely.

The MESB coordinates these activities without negatively impacting its primary EMS programs.

### **FINANCIAL IMPACT**

None to the MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

**METROPOLITAN EMERGENCY SERVICES BOARD  
2099 UNIVERSITY AVENUE WEST  
SAINT PAUL, MINNESOTA 55104-3431**

**Opiate Antagonists Subgrant Agreement**

**THIS AGREEMENT** is entered into between the WEST CENTRAL MN EMS CORPORATION, 2308 Broadway Street, Alexandria, MN 56308 ("WCMEMSC") and METROPOLITAN EMERGENCY SERVICES BOARD, Metro EMS Region, 2099 W. University Ave., #201, Saint Paul, MN 55104 ("Subgrantee").

**RECITALS**

**WHEREAS**, 2015 Minn. Laws, Ch. 71, Art. 14, Sec. 3, Subd. 2, appropriated funds to the Commissioner of Health for grants to Minnesota's eight regional emergency medical services programs to purchase opiate antagonists and educate and train emergency medical services persons, as defined in Minn. Stat. Sec. 144.7401, Subd. 4, clauses (1) and (2) ("Eligible First Responders"), in the use of these antagonists in the event of an opiate or heroin overdose; and

**WHEREAS**, the State of Minnesota, acting through its Commissioner of Health, entered into Amendment 2 for Grant Agreement No. 184620 with the WCMEMSC, effective July 1, 2021 ("Grant Agreement"), to act as the fiscal agent for said grant; and

**WHEREAS**, WCMEMSC, as the fiscal agent under Grant Agreement No. 184620 with the State of Minnesota, will reimburse each of the seven (7) other EMS regional entities for the purchase of opiate antagonists and for education and training of Eligible First Responders in Minnesota; and

**WHEREAS**, Subgrantee is qualified to receive these funds as reimbursement for expenses toward the purchase of opiate antagonists and/or for education or training for Eligible First Responders in the Metro EMS Region.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**I. SCOPE OF AGREEMENT AND QUALIFICATIONS**

- A. This Agreement is to provide reimbursement and expenses for an opiate antagonist to be administered by an Eligible First Responder and/or for education or training of Eligible First Responders. For the purposes of this Agreement, "opiate antagonist" means naloxone hydrochloride or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of drug overdose.
- B. Subgrantee understands that in order to be eligible for reimbursement of the cost of opiate antagonists Eligible First Responders in the Metro EMS Region must have

satisfied all the requirements of Minn. Stat. Sec. 151.37, Subd. 12(a) and (b), and Subgrantee hereby represents that it has fully satisfied said requirements.

- C. Grant funds, as noted in the authorizing legislation, may be used to purchase the opioid antagonist and to educate and train emergency medical services persons; this includes the purchase of requisite supplies and materials (up to 10 percent) to conduct the training and education, as well as required and reasonable salary (up to 10 percent) and administrative support or indirect costs (up to 10 percent), defined as the expense of doing business that cannot be directly attributed to a specific grant program or budget line item. It is expected that at least 70 percent of the funds will be used to purchase (and distribute or administer) opiate antagonists.
- D. Subgrantee shall be reimbursed its billed expenses for an opiate antagonist purchase and/or for education or training cost reimbursement to Eligible First Responders in the Metro EMS Region during the period from July 1, 2021, through September 29, 2022, up to \$114,200, subject to the limitations set forth in this Agreement.

## **II. REGIONAL EMS AUTHORIZED REPRESENTATIVE**

The WCMEMSC's authorized representative for the purposes of administration of this Agreement is its Executive Director, Mark McCabe, or such other person as may be designated in writing by the Chair of WCMEMSC. Contact information for the WCMEMSC's authorized representative is: Mark McCabe, Executive Director, West Central MN EMS Corporation, 2038 Broadway Street, Alexandria, MN 56308, [wcmnems@gctel.com](mailto:wcmnems@gctel.com).

## **III. REIMBURSEMENT AND METHOD OF PAYMENT**

Subgrantee shall submit to the WCMEMSC a copy of a detailed invoice and record of payment for the purchase of an opiate antagonist. Only education or training costs related to the start up of a program to administer opiate antagonists will be eligible for reimbursement. Upon verification and acceptance by the WCMESMC of each invoice, the WCMESMC will pay Subgrantee the invoiced amount. The WCMESMC's reimbursement obligation is contingent on the WCMESMC receiving grant funds from the State under the Grant Agreement, and is limited to the total amount of grant funds remaining upon receipt of an invoice. **Invoices must be received by the WCMESMC no later than September 20, 2022.** Reimbursement will be made in a timely manner following receipt of sufficient grant funds by the WCMESMC from the State. The WCMESMC will not expend any of its own funds to reimburse Subgrantee.

## **IV. TERM OF AGREEMENT**

This Agreement shall be effective July 1, 2021 and shall terminate on September 29, 2022 or until the grant funds have been expended, whichever occurs first.

## **V. LIABILITY**

Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. Nothing in this clause may be construed as a waiver by either party of any immunities or limitations of liability to which such party may be entitled pursuant to Minn. Stat. Chap. 466, or any other statute or law.

## **VI. AUDITS**

Under Minn. Stat. Sec. 16C.05, Subd. 5, Subgrantee's books, records, documents, and accounting procedures and practices of Subgrantee, or any other relevant party or transaction, are subject to examination by the WCMESMC, the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **VII. DATA PRACTICES**

Pursuant to Minn. Stat. Sec. 13.05, Subd. 11(a), Subgrantee and the WCMESMC must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the WCMESMC under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Subgrantee under this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Subgrantee or the State.

## **VIII. OWNERSHIP OF MATERIALS**

The State shall own all rights, title and interest in all of the materials conceived or created by the WCMESMC, or its employees or Subgrantee, either individually or jointly with others and which arise out of the performance of the Grant Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

Subgrantee hereby assigns to the State all rights, title and interest to the materials. Subgrantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under the Grant Agreement by the Grantee, its employees or Subgrantee, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by Subgrantee. Subgrantees's employees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of Subgrantee's obligations under this Agreement without the prior written consent of the MESB.

**IX. PUBLICITY**

Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Subgrantee or its employees individually or jointly with others, shall identify the State as the sponsoring agency and shall not be released without prior written approval by the MESB.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates set forth below.

**SUBGRANTEE: METROPOLITAN EMERGENCY SERVICES BOARD**

By: \_\_\_\_\_

Title: Joe Atkins, MESB Chair

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

Approved as to Form:

By: \_\_\_\_\_  
Jay Arneson, MESB Counsel

**SUBGRANTOR: WEST CENTRAL MN EMS CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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







## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 6B. Approval of Lease with City of St. Francis for EMS-MIR Bus Storage  
**Presenter:** Robinson

### **RECOMMENDATION**

Staff recommend approval of the lease agreement with the City of St. Francis for the EMS-Major Incident Response (MIR) bus.

### **BACKGROUND**

The Metropolitan Emergency Services Board-Metro EMS Region oversees the operations of the EMS-Major Incident Response (MIR) bus, and has done so for over a decade. Until 2016, the bus was stored at and operated by the MAC Airport Fire Department. In 2016, the bus was moved to be housed at the Anoka County Emergency Management facility. In 2021, the MESB was notified that the bus must be moved as the Anoka storage facility was running out of space. Staff was contacted by the Nowthen-St. Francis Fire Department and offered up bus storage space located at the City of St. Francis Public Works. (Note: The EMS-MIR bus is temporarily garaged at the St. Francis Public Works garage.)

### **ISSUES & CONCERNS**

Space was temporarily secured at the City of St. Francis' Public Works garage. Staff desires to make this the long-term MIR bus storage option and would like to enter into a lease agreement with the City.

The proposed lease agreement includes \$12,000.00 annual rent.

### **FINANCIAL IMPACT**

The rent amount was included in the budget for the regional EMS Support Grant for fiscal years 2022-2023.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

LEASE AGREEMENT BETWEEN  
CITY OF ST. FRANCIS AND THE  
METROPOLITAN EMERGENCY SERVICES BOARD

This is an Agreement between the City of St. Francis, a political subdivision of the State of Minnesota, 4058 St. Francis Boulevard NW, St. Francis, MN 55070 ("City") and the Metropolitan Emergency Services Board, a political subdivision of the State of Minnesota, 2099 University Avenue W., St. Paul, MN 55104.

WHEREAS, The City of St. Francis is the owner of the building located at 4058 St. Francis Boulevard NW, St. Francis, MN, commonly known as the Public Works Building; and

WHEREAS, The MESB has a multi-patient EMS vehicle (Major Incident Response-MIR bus) used for medical evacuations, support of special events and long-term incident rehab; and

WHEREAS, The MESB seeks the use of space in the Public Works Building to house the Major Incident Response-MIR bus.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, the City and the MESB agree as follows:

1. **Leased Premises.** The City, in consideration of the Rents to be paid by the MESB, and in accordance with the terms of this Agreement, hereby leases to the MESB and the MESB does lease from the City premises located in the City of St. Francis, State of Minnesota, described as follows:

Certain space in the Public Works Building as more specifically identified and described in Exhibit A, attached hereto, and made a part of this Lease Agreement ("Leased Premises").

Unless otherwise specifically provided herein, the MESB is taking the Leased Premises in "AS IS" condition and the City is under no obligation to make any alterations, additions, or improvements in or to the Leased Premises. The execution of this Lease Agreement shall be conclusive evidence that the Leased Premises were, on the date of execution by the MESB, in good, clean, and the usable condition, acceptable to the MESB and as required by this Lease Agreement.

2. **Term of Lease.** This Lease Agreement shall be in effect for an initial term of two (2) years commencing on July 1, 2021, and continuing through June 30, 2023, and will automatically renew for up to three (3) additional 2-year periods, subject to the right of either party to terminate this Lease Agreement pursuant to the provisions of Section 6 of this Lease Agreement.

3. **Use of Leased Premises.** The MESB shall have the non-exclusive right to house and maintain the MESB's Major Incident Response-MIR bus. MESB will make no other use of the Leased Premises without the City's prior written consent.

The MESB represents that the operation and maintenance of the MESB equipment will not interfere with existing City operations. In the event there is interference, the MESB shall promptly shut down that portion of the MESB equipment causing the interference. Leased Premises will not be used by the MESB for any purpose that is illegal, offensive, or hazardous. No flammable fluids, explosives, or hazardous or toxic substances may be stored by the MESB in, on, or about the Leased Premises. MESB agrees to not make or suffer to be made any alterations or improvements of any part of the Leased Premises without prior consent of the City.

During the term of this Lease Agreement, or any renewal, the MESB shall comply with all applicable laws and ordinances and the City's rules and regulations, including, but not limited to, its smoking policy, in its use of the Leased Premises. The MESB and its employees, agents and contractors shall always have the right of access to and from the Leased Premises for the purposes of operating, inspecting, repairing, servicing, replacing, or monitoring the MESB equipment at any time of day.

4. **Placement of MESB Equipment.** The MESB shall, at its own expense, install the MESB Equipment described in the Equipment List, attached hereto and made a part of this Lease Agreement as Exhibit B, at the locations on the roof of the CH/CH [define] indicated on Exhibit A.
5. **Rent.** Payment of cash rent is \$1000.00 per month.
6. **Termination.**
  - a. This Lease Agreement may be terminated by either party with or without cause at any time upon giving thirty (30) days written notice of such termination to the other party.
  - b. Upon expiration or termination, the MESB shall have sixty (60) days from the date of expiration or delivery of notice of termination to remove all of the MESB' s Equipment from the Leased Premises.
7. **Utilities and Services.** The City agrees to provide utilities services, maintenance, and operational services to the building of which the Leased Premises are a part in accordance with its routine schedule.

8. **Right of Entry by The City.** The City shall have the right to examine and inspect the Leased Premises for safety reasons and to ensure that the MESB' s covenants are being met. In the event of an emergency that poses an immediate threat of harm or damage to persons, and/or property, the City may enter the Leased Premises and may take such actions as are required to protect the individuals or personal property from such immediate threat of harm or damage; provided that promptly after such emergency entry onto the Leased Premises, the City shall notify the MESB of its entry onto the Leased Premises. The MESB agrees to cooperate with the City's efforts to pinpoint and repair leaks or other damage to the roof or other areas of the building, including replacement of the roof; provided that the MESB shall not be monetarily responsible for such repair or replacement.
9. **Care of Leased Premises.** The MESB agrees to keep the Leased Premises in good, clean condition during the entire Term of this Lease Agreement, including any renewals, subject to the City's maintenance and operational obligations specified herein. The MESB agrees to comply with reasonable directives issued by the City's Building Manager regarding access to and care of the Leased Premises.
10. **Indemnification and Covenant to Hold Harmless.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The liability of each party shall be governed by the provisions of Minnesota Statutes Chapter 466.

MESB acknowledges that City has not asserted or accepted any responsibility for supervision, security or control of Leased Premises or activities conducted on the Leased Premises or any part connected or contiguous thereto. MESB is solely responsible to provide security for its equipment kept on the Leased Premises and shall be solely responsible to provide supervision of its staff in and out of the Leased Premises.

MESB staff assume all risks of personal injury arising from its usage of the Leased Premises or any part connected or contiguous thereto which result from an act or failure to act on the part of MESB or others over whom it has supervisory responsibility.

11. **Insurance.** The MESB and the City shall each maintain an insurance program covering damage to their respective property. The MESB shall maintain automobile liability insurance. Insurance will be written on an occurrence basis with a combined single limit of not less than \$1,500,000.00 per occurrence. The City shall maintain property insurance on its facility, and liability on its operations. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage. 152



**By:**

**Title:**

**Date**

Approved as to form and execution by Attorney for the Board

By:

Title:

Date:

| **City of St. Francis**

**By:**

**Title:**

**Date:**



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**November 10, 2021**

**Agenda Item:**

**6C. Approval of FY 2022-2023**

**CISM Contract**

**Presenter:**

**Robinson**

### **RECOMMENDATION**

Staff recommend the Board approve the FY2022-2023 agreement with Metro Critical Incident Stress Management (CISM).

### **BACKGROUND**

Emergency medical service personnel – dispatch, ambulance, fire/rescue, law enforcement, and hospital staff are at high risk of developing stress-related illness and injuries from the effects of critical incident stress. They share many common stressors inherent to their work including higher risk of injury, the need to make immediate decisions without error, unfamiliar or uncontrollable work environments and frequent exposure to the sights, smells and sounds of human trauma and continual responsibility for human life. Critical incident stress management (CISM) is a comprehensive, organized approach for the reduction and management of harmful aspects of stress in emergency services. CISM has been identified as a priority program not only for EMS providers within the Metro Region, but also for providers throughout Minnesota and across the United States.

Short and longer-term adverse physical and mental consequences of critical incident stress can be mitigated through access to a CISM team for assistance in managing acute critical incident stress. Access to CISM services in Minnesota is strengthened through development of partnerships between disciplines and regional CISM teams for training, support and/or mutual aid. The Metro CISM team has an effective, dynamic and appropriate approach to CISM and Post Traumatic Stress Disorder (PTSD) situations that also provide for initial and longer-term support of emergency service personnel.

### **ISSUES & CONCERNS**

The services provided by the Metro CISM through this agreement ensure critical incident stress management services are available twenty-four hours/day, seven days a week; the availability of services through the Metro CISM currently cannot be replaced by any other organization in the region. This agreement ensures the provision of a contemporary and appropriate approach to CISM will be provided by a well trained and experienced multi-discipline team through training annually within the metropolitan region for EMS providers and CISM team members.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 6C. Approval of FY 2022-2023  
CISM Contract  
**Presenter:** Robinson

### **FINANCIAL IMPACT**

The funds for this contract were included in the biennial Emergency Medical Services Board (EMSRB) FY 2022-2023 EMS Support Fund grant budget. The total amount of the agreement is \$11,000.00; \$5,500.00 will be paid each fiscal year. This amount is consistent with previous agreements with Metro CISM.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



THIS AGREEMENT made and entered into on this 1<sup>st</sup> day of July 2021 by and between the Metropolitan Emergency Services Board, a Minnesota joint powers organization, 2099 University Avenue West, St. Paul, Minnesota 55104, and The Metro CISM Team, a non-profit corporation incorporated in the State of Minnesota, (hereinafter referred to as “CISM”), 7809 Southtown Center, #174, Bloomington, Minnesota 55431.

## **WITNESSETH**

WHEREAS, the METROPOLITAN EMERGENCY SERVICES BOARD has determined that there is a need to support the management of a Critical Incident Stress Management Team that provides peer support services to EMS personnel within the metropolitan region (defined for the purposes of this Agreement as the following counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne and Washington); and

WHEREAS, the METROPOLITAN EMERGENCY SERVICES BOARD has determined that the services of individuals trained and experienced in emergency medical services, peer support and program management are needed to provide these services; and

WHEREAS, CISM has the people with the required experience and skills to provide the services described herein;

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the METROPOLITAN EMERGENCY SERVICES BOARD and CISM agree as follows:

### **Article I      General Terms**

- A.      The METROPOLITAN EMERGENCY SERVICES BOARD agrees to retain and hereby does retain CISM to provide the services described herein.
- B.      CISM agrees to perform the duties as specified herein.
- C.      CISM may not, whether in whole or part, subcontract, transfer, or otherwise assign the services as specified in this Agreement without prior written consent of the METROPOLITAN EMERGENCY SERVICES BOARD, except as specified herein.

### **Article II     Duties**

- A.      The services to be provided pursuant to this Agreement shall consist of the items listed in this Article.
- B.      CISM will maintain the Metro CISM Program consisting of a Metro CISM Team and appropriate administrative resources. CISM services shall include, but are not limited to the following tasks:

- 1). CISM shall provide management, administrative, and general staffing services as are reasonably necessary to maintain effective and efficient CISM program operations and activities. Management, administrative and general staffing services shall include, but are not limited, to the following:
  - a). Maintenance of a current CISM Team roster, consisting of individuals trained and available for CISM response services.
  - b). Coordination of identification policies for Team members to use during CISM response activities, including maintenance of identification cards, badges and related items.
- 2). CISM shall ensure that at least one representative of the Team is available twenty-four (24) hours per day, seven (7) days a week, to provide coordination of consultation and support services to metropolitan region EMS personnel who request CISM assistance.
- 3). CISM shall ensure that an adequate number of appropriately trained Team members are available to provide peer consultation, free of charge, to metropolitan region EMS personnel requesting peer support and CISM program activities. Peer consultation may include, but is not limited to, the following services:
  - a). On-scene support services;
  - b). Individual sessions to review stress management techniques; and
  - c). Critical incident stress interviews or stress evaluation sessions.
- 4). CISM shall coordinate an annual strategic planning meeting with Team members, peer counselors, interested mental health professionals, ambulance service provider representatives in the metropolitan area, and other interested EMS personnel to set goals and priorities for further development of CISM in the metropolitan area. CISM shall send the Regional EMS Coordinator a summary of the meeting and an attendance list within thirty (30) days of the meeting.
- 5). CISM shall manage and evaluate CISM data collection and submit an activity report and an invoice for \$5,500.00 to the Regional EMS Coordinator for FY 2022 activities due prior to June 15, 2022, and an invoice for \$5,500.00 for FY 2023 activities due prior to June 15, 2023.

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- C. Upon request of the Regional EMS Coordinator, the leadership of CISM shall comply and attend Metropolitan Emergency Services Board, Metro Region EMS Technical Operations Committee (TOC), and related meetings as available.

- D. CISM shall provide all support services, including but not limited to clerical and record keeping, accounting and supervision of grant.

### **Article III Term of Agreement and Compensation**

- A. This Agreement shall begin on July 1, 2021, and shall terminate on June 30, 2023. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. Action to terminate by the Metropolitan Emergency Services Board must be approved by Board action. If such termination occurs prior to the provision of any services by CISM, CISM shall not be entitled to any payment.
  - B. The METROPOLITAN EMERGENCY SERVICES BOARD shall pay CISM eleven thousand dollars (\$11,000.00). Funds shall be disbursed only upon receipt of activity reports and invoices as specified herein:
    - 1) Five thousand five hundred dollars (\$5,500.00) shall be paid to CISM upon receipt by the Regional EMS Coordinator of an invoice and the activity report due prior to June 15, 2022 in accordance with Article II, Section B.5.
    - 2) Five thousand five hundred dollars (\$5,500.00) shall be paid to CISM upon receipt by the Regional EMS Coordinator of an invoice and the activity report due prior to June 15, 2023 in accordance with Article II, Section B.5.
  - C. Total payments from the METROPOLITAN EMERGENCY SERVICES BOARD to CISM, under the terms of this Agreement, shall not exceed eleven thousand dollars (\$11,000.00).
  - D. The parties hereto agree that this Agreement is conditioned upon the METROPOLITAN EMERGENCY SERVICES BOARD receiving sufficient funding from the State of Minnesota. If the METROPOLITAN EMERGENCY SERVICES BOARD does not receive funding, this Agreement shall be cancelled immediately upon written notice from the METROPOLITAN EMERGENCY SERVICES BOARD to CISM. If the METROPOLITAN EMERGENCY SERVICES BOARD receives reduced funding, this Agreement may be renegotiated to reflect such reduced funding.
  - E. The METROPOLITAN EMERGENCY SERVICES BOARD'S failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
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- F. In the event that CISM is unable or unwilling to complete this Agreement as specified and within the times specified, the METROPOLITAN EMERGENCY SERVICES BOARD may immediately terminate this Agreement and take such actions as are necessary to complete the work described herein. Pro rata payment will be made for work satisfactorily completed prior to termination.

#### **Article IV Other Covenants and Stipulations**

- A. The METROPOLITAN EMERGENCY SERVICES BOARD and CISM agree that nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of a partnership or joint venture between the parties hereto or as constituting CISM or its representatives as the agent, representative, or employee of the METROPOLITAN EMERGENCY SERVICES BOARD for any purpose, and that CISM is acting as an independent contractor and acquires no tenure rights or any rights by way of worker's compensation, re-employment insurance, medical or hospital care, sick or vacation leave, PERA, severance pay or any other right or benefit offered to METROPOLITAN EMERGENCY SERVICES BOARD employees.
- B. CISM agrees to defend, indemnify, and hold harmless the METROPOLITAN EMERGENCY SERVICES BOARD, its elected officials, member counties and member city, officers, agents, and employees, from any and all claims or causes of action arising from or resulting from the performance, or nonperformance, of this Agreement by CISM or its agents or employees or volunteers.
- C. CISM agrees to procure and maintain at its expense and without expense to the METROPOLITAN EMERGENCY SERVICES BOARD, until the expiration of this Agreement, insurance of the kinds and amounts described herein with insurance companies that are authorized to conduct such business in the State of Minnesota covering all operations covered by this Agreement.
1. If CISM employs individuals to assist in providing the services required by this Agreement, a policy or policies covering obligations of CISM in accordance with the provisions of the Worker's Compensation Law. This Agreement shall be void and of no effect unless CISM procures such a policy and maintains it until the expiration of this Agreement.
  2. A comprehensive general liability policy or policies including owner's or contractors' protective coverage, with combined limits of not less than \$1,500,000. CISM shall provide the METROPOLITAN EMERGENCY SERVICES BOARD with a certificate of insurance showing the required insurance is in effect and naming the METROPOLITAN EMERGENCY SERVICES BOARD as an additional insured.
- D. CISM agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information, concerning individuals and data including but not limited to information made not public by such laws or regulations.

- E. CISM agrees that the Metropolitan Emergency Services Board, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of CISM and involve transactions relating to this Agreement. The terms of this Article IV, Section E shall survive the termination of this Agreement for a period of six (6) years.

## **Article V Notices**

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent by registered or certified mail to the other party at the address stated in the opening paragraph of this Agreement.

## **Article VI Entire Agreement and Amendment**

It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supercedes all oral agreements and negotiations between parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the METROPOLITAN EMERGENCY SERVICES BOARD and CISM relating to subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

### **The Metro Region CISM Team**

### **Metropolitan Emergency Services Board**

By: \_\_\_\_\_  
Mike Vandervort, Executive Director  
Metro CISM Team

By: \_\_\_\_\_  
Joe Atkins, Chair  
Metropolitan Emergency Services Board

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Approved as to form and execution  
Jay Arneson, Board Counsel





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 10, 2021  
**Agenda Item:** 7A. Acceptance of After-Action Review of Communications for Operation Safety Net  
**Presenter:** Rohret/Fredrick/Mihelich

### **RECOMMENDATION**

The 9-1-1 and Radio Technical Operations Committees (TOCs) recommend acceptance of the After-Action Review of Communications for Operation Safety Net.

### **BACKGROUND**

A joint workgroup was formed from members of the 9-1-1 and Radio TOCs, as well as some emergency management officials and ECN's Regional Interoperability Coordinator for the metro Region, to conduct an after-action review of how communications were planned for utilized during Operation Safety Net activities surrounding the Derek Chauvin trial, and later the Daunte Wright shooting, in April and May 2021.

### **ISSUES & CONCERNS**

The workgroup documented the strengths and issues identified for communications during Operation Safety Net activities, including the 9-1-1 system, ARMER system, interoperability, IPAWS, and wireless broadband. In addition, the workgroup identified personnel and event management issues which affected performance. The report includes areas of improvement in each section, which can be discussed at both or either the regional or statewide level.

Implementing all the recommendations contained in the report will require significant cooperation between jurisdictions and agencies involved.

This after-action review was reviewed and accepted by the Statewide Emergency Communication Board at its October 28, 2021 meeting.

### **FINANCIAL IMPACT**

There is no financial impact to accept the report. However, if the MESB pursues some or all of the recommendations, there could be a financial impact to the MESB and/or agencies, dependent on the implementation plan adopted by the jurisdictions and agencies involved.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL