

# METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA

September 13, 2023, 10:00 a.m.

- 1. **Call to Order** Commissioner Mike Warring, 2023 Board Chair
- 2. **Approval of Agenda** Commissioner Warring
- 3. **Consent Agenda** Rohret
  - A. Approval: July 12, 2023 Meeting Minutes (page 3)
  - B. Approval: May 2023 Treasurer's Report
  - C. Approval: June 2023 Treasurer's Report
  - D. Approval: July 2023 Treasurer's Report
  - E. Correspondence
- 4. Radio Items Tracey Fredrick, Radio Services Coordinator
  - A. Approval of Amendments to Edina Fire Department's Waiver of State Standard IOP-11 Use of ARMER Statewide Law Enforcement Interoperability Talkgroups (**page 15**) B. Approval of Lease Renewal with Midcontinent Communications for Scandia ARMER site (**page 17**)
- 5. **9-1-1 Items** Jake Jacobson, 9-1-1 Manager
  - A. Approval of Amendment 2 to CHS-1 Lease Agreement with Hennepin County (page 25)
- 6. **EMS Items** Greg Hayes, EMS Coordinator
  - A. Approval of Contract with Prouty Project for Teambuilding Class (page 29)
- 7. **Administrative Items** Jill Rohret, Executive Director
  - A. Award of RFP for Actuarial Services (page 45)
  - B. Approval of Executive Director Travel Request (page 47)
- 8. **Reports** 
  - A. Legislative Report Margaret Vesel/Matthew Bergeron
  - B. Statewide Emergency Communications Board (SECB) Reports:
    - 1) Finance Rohret/Fredrick
    - 2) Legislative Rohret/Atkins
    - 3) Steering Fredrick/Rohret
    - 4) Other SECB Committees Fredrick/Jacobson
    - 5) Board Commissioner Martinson/Rohret
- 9. **Old Business** None
- 10. **New Business** None
- 11. Adjourn



# METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA

September 13, 2023, 10:00 a.m.

Metropolitan Emergency Services Board Members

**Anoka County** 

Commissioner Mike Gamache\* Commissioner Mandy Meisner

**Carver County** 

Commissioner Gayle Degler\* (2023 Secretary)

Chisago County

Commissioner Rick Greene\*

City of Minneapolis

Council Member Andrew Johnson\* (2023 Treasurer)

Dakota County

Commissioner Joe Atkins\*
Commissioner Mary Hamann-Roland

Hennepin County

Commissioner Irene Fernando\* Commissioner Chris LaTondresse

Isanti County

Commissioner Mike Warring\* (2023 Chair)

Ramsey County

Commissioner Trista Martinson\* (2023 Vice Chair) Commissioner Mai Chong Xiong

Scott County

Commissioner Dave Beer Commissioner Tom Wolf\*

**Sherburne County** 

Commissioner Gregg Felber\*

Washington County

Commissioner Gary Kriesel
Commissioner Fran Miron\*

\*Denotes Executive Committee member



Meeting Date: September 13, 2023
Agenda Item: 3. Consent Agenda
Presenter: Rohret

- A. <u>Minutes</u> The minutes of the July 12, 2023 meeting of the Board are attached for review and approval.
- B. <u>May 2023 Treasurer's Report</u> The Treasurer has reviewed the May 2023 financial statements and has given his approval of the report.
- C. <u>June 2023 Treasurer's Report</u> The Treasurer has reviewed the June 2023 financial statements and has given his approval of the report.
- D. <u>July 2023 Treasurer's Report</u> The Treasurer has reviewed the July 2023 financial statements and has given his approval of the report.
- E. <u>Correspondence</u> Correspondence includes a letter to Verizon Wireless requesting the company route its wireless 9-1-1 calls via location-based routing and an informational flyer from DPS-Emergency Communication Networks pertaining to the \$7 million one-time allocation to PSAPs for NG9-1-1 readiness.

MOTION BY: SECONDED BY: MOTION:

Pass/Fail

#### BOARD MEETING MINUTES - DRAFT July 12, 2023

#### **Commissioners Present:**

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

Andrew Johnson, City of Minneapolis
Gary Kriesel, Washington County
Chris LaTondresse, Hennepin County
Trista Martinson, Ramsey County – absent
Mandy Meisner, Anoka County
Fran Miron, Washington County
Tom Wolf, Scott County
Mai Chong Xiong, Ramsey County

Staff Present: Tracey Fredrick; Greg Hayes; Jake Jacobson; and Jill Rohret.

**Others Present:** Brittany McCormick, *Board Counsel;* Matthew Bergeron, *Larkin Hoffman;* Grady Harn, *Larkin Hoffman;* and Margaret Vesel, *Larkin Hoffman.* 

#### 1. Call to Order

The meeting was called to order at 10:00 a.m. by the 2023 MESB Chair, Commissioner Mike Warring.

#### 2. Oath of Office - None

#### 3. Approval of the Agenda for July 12, 2023

Motion by Commissioner Hamann-Roland, seconded by Commissioner Atkins, to approve the July 12, 2023 agenda as amended. Motion carried.

#### 4. Approval of Consent Agenda

Motion by Commissioner Miron, seconded by Commissioner Wolf, to approve the July 12, 2023 Consent Agenda. Motion carried.

#### 5. Radio Items

#### A. Approval of Amendments to LifeLink iii's ARMER Participation Plan

Tracey Fredrick presented amendments to LifeLink iii's ARMER participation plan. Fredrick said LifeLink iii is a current ARMER user under a subscription agreement, meaning the agency simply bought subscriber radios to use on the system; it did not have a connected dispatch center, nor did it add any infrastructure. Due to business expansion, LifeLink iii would like to amend its ARMER participation plan to become a full ARMER participant and connect its consoles to the ARMER system. Both MnDOT and the Radio TOC reviewed the plan amendments and recommend approval.

Motion made by Commissioner Hamann-Roland, seconded by Council Member Johnson, to approve the amendments to LifeLink iii's ARMER participation plan. Motion carried.

#### B. Approval of 2024 Regional Funding Priorities

Fredrick presented the 2024 regional funding priorities. She reminded board members that this is an annual activity, though due to some date changes, it is occurring earlier than normal. Both the 9-1-1 and Radio TOCs provided input into the priorities. Many of the items were included in the regional needs document approved by the board in May; the list also includes items from the Board's 2023 legislative agenda.

Motion by Commissioner Degler, seconded by Council Member Johnson, to approve the 2024 regional funding priorities. Motion carried.

#### 6. 9-1-1 Items - None

#### 7. EMS Items

# A. Ratification of Approval of Funding for MnFIRE for EMS Provider Mental Health Initiative

Greg Hayes stated that before the Board for ratification was approval of funding for MnFIRE to provide mental health services for EMS providers. This funding is the result of an EMS Sustainability Pilot Grant from the Emergency Medical Services Regulatory Board (EMSRB); this grant had a very short performance period, which ended on June 30, 2023. MnFIRE provides mental health services to any firefighter in the state who calls, 24x7, and provides five free sessions for a given incident. Because MnFIRE already has the infrastructure, staff, and program implemented, it seemed reasonable to provide MnFIRE funds to do the same for EMS providers. Note, EMS providers in this case means anyone who provides EMS services, including law enforcement, fire, and EMS providers.

Motion made by Commissioner Miron, seconded by Commissioner Hamann-Roland, to ratify the Executive Committee action approving funding for MnFIRE to provide EMS providers with mental health services. Motion carried.

#### B. Approval of Amendment 2 to EMSRB EMS Fund Grant Agreement

Hayes said amendment 2 is a technical change to the memorandum of understanding for the EMS Relief (Seatbelt) Funds; it ends the MOU by six months to December 31, 2023. This gives the region an additional six months to spend the funds.

Motion made by Commissioner Fernando, seconded by Commissioner Green, to approve amendment 2 to the EMS Relief Fund MOU. Motion carried.

C. Acceptance of FY2024 EMSRB Volunteer Training Reimbursement (VTR) Grant Hayes said that staff recommend the Board accept the FY2024 VTR grant. This grant is from the EMSRB and is from unspent funds from the volunteer training reimbursement fund; if the fund is not depleted each year, the EMSRB equally divides the remainder of the fund balance and grants it out to the eight EMS regions for training expenses. This year's grant is \$29,633.00 (increased from \$27,000 at the time of the meeting material creation).

Motion made by Commissioner Greene, seconded by Commissioner Wolf, to accept the FY2024 EMSRB VTR grant. Motion carried.

D. Acceptance of FY2024-2028 EMSRB EMS Relief (Seatbelt) Funds Grant

Hayes said that staff recommend the Board accept the FY2024-2028 EMS Relief Funds Grant. This grant will now be a five-year grant, which extends the time to utilize the funds. The EMSRB has said that each region should plan to receive \$35,437.50 per year for five years. The actual amount received will depend on the number of seatbelt tickets issued in those five years.

Motion by Commissioner Meisner, seconded by Commissioner Hamann-Roland, to accept the FY2024-2028 EMSRB EMS Relief Fund grant. Motion carried.

#### 8. Administrative Items

#### A. Approval of Amendment 3 to 911 Authority Contract

Jill Rohret said that the three items under Administrative Items all tie together. The first item is to approve Amendment 3 to the 911 Authority contract. Amendment 3 would engage 911 Authority to conduct a study on the costs to operate emergency communications in the region, inclusive of 9-1-1, ARMER, IPAWS, wireless broadband, and any expense, including staff salaries, training, utilities, software, rent (if applicable), etc. This would give the region an idea of what exactly is spent on emergency communications in the region, which could be helpful when making legislative requests. She said she has suggested this be done at the SECB level, but it is not moving forward. This was discussed at the June Executive Committee meeting as part of the 2024-2028 capital budget; Commissioner Fernando suggested starting this study earlier than January 2024, thus this is being presented for action today.

Commissioner Fernando said that in addition to the discussion at the Executive Committee meeting, she is also sponsoring a NACO resolution to support the funding of Next Generation 9-1-1. Having this sort of study may be helpful in any effort to receive federal grant funding for NG9-1-1.

Commissioner Miron asked about the not to exceed language in the recommendation. Rohret responded that 911 Authority provided a rather generalized quote of \$150,000.00. Including the language not to exceed is there to protect the board if the costs increase.

Motion made by Commissioner Hamann-Roland, seconded by Commissioner Miron, to approve Amendment 3 to the 911 Authority contract. Motion carried.

#### B. Approval of the 2024 MESB Operational Budget

Rohret presented the proposed 2024 MESB operational budget. There is a 9.9% increase in expenses but only a 5.25% increase in assessments.

She said the budget includes a 6.5% merit increase for staff, based on the 2023 Dakota County Merit Compensation Plan; an increase in salaries due to hiring someone at a higher rate than the previous incumbent; and a 10% increase in benefits costs.

Rohret said the training and professional development line increased by \$800.00 to accommodate the attainment of Emergency Number Professional certification for two staff members. Local travel increased by 30% due to an increase in in-person meetings and the need to travel to PSAPs regularly during the NG9-1-1 transition. Travel for conferences increased 11% to accommodate increased airfare costs.

She said Professional and Contract Services increased 13% to gradually accommodate adding the GeoComm contract into the operational budget, as well as providing additional funding for radio technical training. Insurance costs increased 11% due to the increase in the technology errors and omissions policies.

Staff included the anticipated MCIT dividend and a higher reimbursement of overhead expenses from EMS helped to keep the total amount assessed to 5.25%.

Commissioner Meisner asked for clarification on how assessments are determined. Rohret responded that assessments are based on the latest population figures available at the Minnesota Demographic Center. Ebbs and flows and trends in population within the region have an effect on individual county assessments.

Motion made by Commissioner Miron, seconded by Commissioner Fernando, to approve the 2024 MESB operational budget. Motion carried.

#### C. Approval of the 2024-2028 MESB Capital Budget

Rohret presented the 2024-2028 MESB capital budget. She reminded members that this capital budget is different from those in counties; this is more of a planning document. She pointed out the amount of the 911 Authority amendment is included. The capital budget includes funding to all for county GIS department to receive validations and error reports back from GeoComm directly, rather than going through the MESB, as well as funding for the MESB to receive datasets in a format which can easily be consumed by the state's GIS services provider, 1Spatial.

Motion by Commissioner Fernando, seconded by Commissioner Gamache, to approve the 2024-2028 MESB capital budget. Motion carried.

#### 9. Reports

#### A. Legislative Report

Margaret Vesel presented the session end legislative report, noting 2023 legislative session ended with two hours to spare. She noted that the final public safety bill signed by the Governor included a \$7 million one-time appropriation to PSAPs from the 9-1-1 fund and a \$4 million general fund appropriation to provide a one-time SECB grant program for the purchase of ARMER radios. Over the course of the summer and fall, Larkin Hoffman and MESB staff will continue to meet with committee chairs and other legislators to educate them on the needs in the MESB's appropriation request. The final Health and Human Services bill included increased funding for EMS regions of \$100,000 per region for at least four years.

Matthew Bergeron noted that there may be some clean-up language which may need to be passed to ensure that funding goes beyond four years. He also stated that another budget surplus is anticipated in 2024.

Commissioner Fernando thanked Larkin Hoffman for its work on behalf of the MESB and noted that Larkin Hoffman should work with staff to update the MESB's legislative agenda, strategy, and possibly the bill as the next legislative session approaches.

#### B. Statewide Emergency Communications Board (SECB)

#### 1. Finance

Rohret said at the SECB Finance Committee met in June and discussed the MOU between the SECB and ECN for the administrative services ECN provides, recommended approval of the next grant hierarch, and worked on a budget for the SECB's \$1 million appropriation.

#### 2. Legislative

Rohret said the Legislative Committee met last week. There were updates on legislation and the status of the telecommunicator re-certification language negotiations; it is likely that language will be introduced in 2024. Additionally, the Committee voted to have the 403 technical

workgroup, which worked on the updates to the 9-1-1 statute, start meeting again, along with members of the telecommunications industry to see if any amendments can be made to that language prior to the 2024 session.

#### 3. Steering

Fredrick said the Steering Committee did not meet in May but does meet this afternoon.

#### 4. Other SECB Committees

Fredrick said the Land Mobile Radio Committee met on yesterday and approved the LifeLink iii item and the waiver requests approved in today's consent agenda.

#### 5. SECB

Rohret said the SECB met in May and June. At the May meeting there was a discussion regarding the Open Meeting Law and whether the SECB needed to begin meeting in person, hybrid, or online. She noted that the first meeting regarding the governance language was held on June 26, though she was unable to attend.

Commissioner Gamache said he attended the meeting, as did Commissioner Matascastillo. He thought it was a good meeting; ECN seemed open to new ideas and feedback. Concerns were placed on the table and feedback from sheriffs, PSAPs and commissioners was heard.

#### 10. Old Business - None

#### **11. New Business** – None

#### 12. Adjournment

Motion made by Commissioner Hamann-Roland, seconded by Commissioner Wolf, to adjourn the meeting. Motion carried.

The meeting was adjourned at 11:12 a.m.

# Agenda Item 3B.



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: City of Minneapolis Councilmember Andrew Johnson, MESB Treasurer

RE: Treasurer's Report – May 2023

DATE: July 6, 2023

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 July 6, 2023.

Sincerely,

Andrew Johnson

Councilmember, City of Minneapolis

Treasurer, Metropolitan Emergency Services Board

# Agenda Item 3C.



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: City of Minneapolis Councilmember Andrew Johnson, MESB Treasurer

RE: Treasurer's Report – June 2023

DATE: July 31, 2023

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 July 31, 2023.

Sincerely,

Andrew Johnson

Councilmember, City of Minneapolis

Treasurer, Metropolitan Emergency Services Board

# Agenda Item 3D.



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: City of Minneapolis Councilmember Andrew Johnson, MESB Treasurer

RE: Treasurer's Report – July 2023

DATE: August 22, 2023

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 August 22, 2023.

Sincerely,

Andrew Johnson

Councilmember, City of Minneapolis

Treasurer, Metropolitan Emergency Services Board

# Agenda Item 3E1.



METROPOLITAN

EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST SAINT PAUL, MINNESOTA 55104-3431

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

#### REQUEST FOR LBR SERVICE

July 5, 2023

#### **VIA ELECTRONIC MAIL**

Verizon Wireless Emergency Services & Messaging VZW.NET.911.RFS@verizon.com

#### To Whom It May Concern:

The Metropolitan Emergency Services Board, on behalf of the PSAPs operating within its 10-county regional authority, hereby formally requests and authorizes Verizon Wireless to provide Location Based Routing (LBR) of 9-1-1 calls when feasible to do so.

The MESB region consists of the following counties in the Twin Cities metropolitan area: Anoka; Carver; Chisago; Dakota; Hennepin; Isanti; Ramsey; Scott; Sherburne; and Washington. The regional PSAP boundary polygons (Verizon may refer to them as file geodatabases or shapefiles) are available for download from the following links:

- Public Safety Answering (PSAP) boundaries in the MESB 10-County Region: https://gisdata.mn.gov/dataset/org-mn-mesb-bdry-psap
- Minnesota State Patrol and Text-to-9-1-1 in the MESB 10-County Region: https://gisdata.mn.gov/dataset/org-mn-mesb-bdry-mn-state-patrol

The Metropolitan Emergency Services Board acknowledges the following:

- 9-1-1 calls may not have device location information at routing time or sufficiently precise device location to route the 9-1-1 call. In such cases, previously approved Cell Site Sector based routing will be used to route the 9-1-1 call.
- If a neighboring PSAP has not requested LBR, calls with device locations within said PSAP will utilize previously approved Cell Site Sector Routing, unless the neighboring PSAP also agrees by signing this request for sectors that will use LBR and calls primarily routed to them.
- Cell Site Sectors well within PSAP boundaries or with small footprints (small cells) may not benefit from LBR and subsequently may not have LBR enabled to speed up call routing. In such cases, previously approved Cell Site Sector based routing will be used to route the 9-1-1 call.

#### The Public Safety Answering Points to be deployed are:

FCC PSAP Registry Name	FCC PSAP ID	County Where PSAP is Located
Anoka County Central Communications	3598	Anoka
Bloomington Police Department	3604	Hennepin
Carver County Sheriff's Office	3611	Carver
Chisago County Sheriff's Office	3614	Chisago
Dakota 911 Zone 1	3624	Dakota
Dakota 911 Zone 2	3609	Dakota
Dakota 911 Zone 3	3621	Dakota
Eden Prairie Police Department	3625	Hennepin
Edina Police Department	3626	Hennepin
Hennepin County East	3634	Hennepin
Hennepin County North	3636	Hennepin
Hennepin County South	3637	Hennepin
Isanti County Sheriff's Office	3642	Isanti
Minneapolis Emergency Communications	3669	Hennepin
Minneapolis St Paul Airport Communications Center	3670	Hennepin
Minnesota State Patrol-East Metro District	3675	Ramsey
Minnesota State Patrol-West Metro District	3682	Ramsey
Ramsey County Emergency Communications Center	3703	Ramsey
St Louis Park Police Department	3718	Hennepin
Scott County Sheriff's Office	3712	Scott
Sherburne County Sheriff's Office PSAP	3713	Sherburne
University Of Minnesota Police Department	3728	Hennepin
Washington County Sheriff's Office	3732	Washington

Please begin deployment activities upon receipt of this letter. Your point of contact will be:

Mr. Richard Jacobson

9-1-1 Manager

2099 University Ave W, Saint Paul, MN 55104

Email: rjacobson@mn-mesb.org

Office: (651) 643-8377 Cell: (612) 384-6511

Please feel free to contact me at <a href="mailto:jrohret@mn-mesb.org">jrohret@mn-mesb.org</a> or (651) 643-8394 with any questions.

Sincerely,

Jill Rohret

**Executive Director** 



# MINNESOTA DEPARTMENT OF PUBLIC SAFETY **EMERGENCY COMMUNICATION NETWORKS**

Agenda Item 3E2.

# Fact Sheet: One-Time FY 2024-25 NG911 Funding



Next Generation 911 (NG911) is an interoperable, standards based, digital IP address-based system that will replace the aging legacy 911 infrastructure that's been in place for decades. NG911 will enable public safety answering points (PSAPs) across Minnesota to improve service delivery by implementing new technology, equipment, infrastructure, and operational policies and procedures. These concurrent efforts will ensure that the right public safety resource gets to the right

location in a timely manner.

As part of the FY 2024-2025 budget cycle, the Minnesota Department of Public Safety's Emergency Communication Networks (ECN) division has secured legislative authority to distribute a one-time \$7 million appropriation from the 911 Special Revenue Account to help eligible entities jump start their NG911 transition efforts.

#### 2023 Minnesota Session Laws, Chapter 52, Subdivision 9 (b)

#### Transition to Next Generation 911

\$7,000,000 the first year is to support Public Safety Answering Points' transition to Next Generation 911. Funds may be used for planning, cybersecurity, GIS data collection and maintenance, 911 call processing equipment, and new Public Safety Answering Point technology to improve service delivery. Funds shall be distributed by October 1, 2023, as provided in Minnesota Statutes, section 403.113, subdivision 2. Funds are available until June 30, 2025, and any unspent funds must be returned to the 911 emergency telecommunications service account. This is a onetime appropriation.

Each eligible entity receiving these funds must provide a detailed report on how the funds were used to the Commissioner of Public Safety by August 1, 2025.

#### **Key Takeaways:**

- The legislative appropriation specifies that this one-time funding must be spent on projects that will help eligible PSAPs improve their NG911 capabilities. Specific project areas include:
  - o GIS data collection, validation and ongoing maintenance.
  - Cybersecurity measures to protect PSAP systems.
  - 911 Call Handling Equipment (CHE).
  - NG911 transition planning activities.
  - New PSAP technology to improve service delivery.
- The funding will be distributed in August 2023 using the formula prescribed in MSS 403.113. Questions regarding the amount of funding received by each eligible entity should be directed to PSAP leadership.
- Expenditures related to this special appropriation must be tracked and reported separately from the PSAP's monthly 911 Special Revenue Account distributions.
- Any unspent funds remaining on June 30, 2025 must be returned to the 911 Special Revenue Account.
- ECN PSAP Support Coordinator (Kent Wilkening) and representatives from Mission Critical Partners (MCP) are available to help PSAPs identify and prioritize projects that can be funded with this special appropriation.

#### **Questions?**

Please contact Kent Wilkening, PSAP Support Coordinator, at <a href="mailto:kentning@state.mn.us">kent.wilkening@state.mn.us</a> or 507-360-9161.



Meeting Date: September 13, 2023
Agenda Item: 4A. Approval of Edina Fire Waiver
of State Standard IOP-11

Presenter: Fredrick

#### RECOMMENDATION

The Radio TOC recommends approval of Edina Fire's request for a waiver to State Standard IOP-11 and in-progress SECB and MESB standards for new encrypted law enforcement talkgroups for its SWAT radios to affiliate to the state LENC talkgroups and metro ME LSEC E talkgroups.

#### **BACKGROUND**

The basis for this request follows SECB Standard IOP-11, which restricts certain talkgroups to law enforcement use only. Any agency requests for use other than law enforcement must obtain a waiver. The drafting of state and regional standards for these new talkgroups are in-progress.

The Edina Fire Department SWAT radios already have permissions for statewide LTAC and LTAC E talkgroups, prescribed by SECB Standard IOP-11.

#### **ISSUES & CONCERNS**

At present, the corresponding regional and state standards for new encrypted law enforcement only talkgroups are in-progress of being drafted. The Radio TOC expects to recommend approval of a standard prior to the end of calendar year 2023; the timeline for the state standard is unknown. Edina Fire will need to request a waiver to the state standard once it is complete. Edina Fire seeks proactive permissions for the new talkgroups, so radio programming can begin.

#### FINANCIAL IMPACT

None to MESB.

MOTION BY: SECONDED BY: MOTION:

Pass/Fail



17 JULY 2023

Tracey Fredrick
Metropolitan Emergency Services Board
2099 University Ave
St. Paul. MN 55104

RE: Edina Fire SWAT Medic ARMER Talkgroup Waiver Updates

#### Coordinator Fredrick:

The Edina Fire Department has a waiver<sup>1</sup> on file for our four (4) SWAT Medics that grants access to select Law Enforcement ARMER talkgroups. We are seeking to update this waiver for two reasons:

- The addition of the Edina Fire Special Operations Chief position to the department command staff. The Special
  Operations Chief oversees the Edina Fire SWAT Medic program as well as responds to SWAT callouts to serve
  in Unified Command with our law enforcement counterparts.
- 2. Recent regional and statewide ARMER talkgroup change management requires waiver updates to ensure compliance with standards.

#### **METRO** Request:

- Request SWAT Medic and Special Ops Chief access to: ME LSEC's
- Total of five (5) portables and one (1) mobile radio

#### **STATE Request:**

- Request SWAT Medic and Special Ops Chief access to: LTAC's & LTACE's
- Request SWAT Medic and Special Ops Chief access to: **LENC**'s (following activation of the new TGs on the system)
- Total of five (5) portables and one (1) mobile radio

As stated in our previous waiver request, these radios are assigned to the individual and not shared with other members of the department. Please let me know if you have any questions regarding this waiver request.

Respectfully,

Andrew LaVenture

Digitally signed by Andrew LaVenture

Date: 2023.07.17 13:50:46

-05'00'

Communications Unit Leader Edina Fire Department 952-826-0343 alaventure@EdinaMN.gov

Footnote I: MESB RTOC approval for ME TACE's on May 22, 2019. SECB approval for LTAC and LTACE's on August 22, 2019.



Meeting Date: September 13, 2023
Agenda Item: 4B. Approval of Midcontinent (Scandia)
ARMER Lease Amendment

Presenter: Fredrick

#### RECOMMENDATION

Staff recommend the Board approve and authorize the execution of the lease amendment with the Midcontinent Communications for the Scandia ARMER site to continue through May 31, 2043.

#### **BACKGROUND**

The Metropolitan Radio Board entered into a lease agreement with U.S. Cable (now Midcontinent Communications) for an ARMER tower site in Scandia in August 1999. The term of the lease was through April 2013 at \$750.00 per month, or \$9,000.00 per year, with each additional year of the lease adding 2%. The original agreement included the right for two options to renew the lease for an additional five years each, or an additional ten years total if both options were exercised. The MESB executed that renewal option in April 2013 and again in April 2018. Rent has continued to add 2% per year. The last lease renewal ended on April 30, 2023.

#### **ISSUES & CONCERNS**

MESB staff worked with Midcontinent Communications on the terms of the lease amendment. The term of the proposed amendment is for an additional ten years and will include yearly rent increases of two percent over the previous year. Rent starts at \$1,209.98 per month, or \$14,519.76 per year, beginning on June 1, 2023. There is an option for two additional lease renewals of five (5) years each, in 2033 and 2038.

At present, MESB and MnDOT staff do not believe it to be cost effective to find an alternative site in Scandia for the lease; however, MnDOT and Washington County have been exploring alternate options for a tower site in the area in the future to address current coverage issues. It will not be likely that a new tower could have funding and construction before the first new term of ten years expires in 2033.

Board counsel was active in the drafting of the lease agreement; she has reviewed the final version and has no concerns about it.

#### FINANCIAL IMPACT

Rent fees increase two percent per year each year of the ten-year amendment.

MOTION BY: SECONDED BY: MOTION:

Pass/Fail

#### TOWER SPACE LEASE

This Tower Space Lease ("Lease") is made by and between Midcontinent Communications ("Lessor"), and Metropolitan Emergency Services Board (MESB) ("Lessee") and is effective as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_.

Lessee hereby leases from Lessor a portion of the 160 foot guyed tower and a portion of the ground space, for the approved equipment and at such defined heights as described in Exhibit A, upon the Tower located on that portion of Lessor's leased premises located at or near Marine on St. Croix, Minnesota specifically described as SE 1/4 Section 35, T 32 R 20 Parcel ID No. 91035-2300 (the "Premises") upon the following TERMS and CONDITIONS:

- 1. Term and Consideration. Unless earlier terminated in accordance with the terms of this Lease or by mutual agreement of the parties, Lessee hereby leases the Premises for ten (10) years, commencing June 1, 2023, subject to the renewal provisions of Section 13. As consideration for such lease ("Consideration"), Lessee agrees to compensate Lessor as follows: Twelve hundred and nine dollars and ninety-eight cents (\$1,209.98) to be paid monthly. Such rent shall be increased by two percent (2%) annually for each subsequent calendar year.
- **2. Use and License.** Lessor grants to Lessee a license to use and occupy the Premises for placement of antennas and/or other equipment and improvements ("Equipment") relating to Lessee's provision of Lessee's services and for the placement of power and power structures necessary to operate the Equipment, if necessary. Lessor represents and warrants that the Premises may lawfully be used for such purpose. Lessor shall provide 24/7 access to Lessee's Equipment, by providing available personnel or keys.
- **3. Care and Maintenance of Premises.** Lessor represents that the Premises are in good order and repair, unless otherwise indicated in an exhibit executed by the parties and attached hereto. Lessor shall be responsible, at its own cost, for the general maintenance of the Tower, including but not limited to obstruction lights, light monitoring, inspections, painting, and any other measures necessary to maintain the safety and utility of the Tower. Lessee shall, at its own expense and at all times, maintain the portion of the Premises it uses in good and safe condition. Upon expiration or termination, Lessee will leave the Premises in as good of condition as received, *except for* reasonable wear and tear, and any damage by fire, the elements, casualty, or other cause not due to the negligence of Lessee or Lessee's employees.
- **4. Ordinances, Statutes and Regulations.** Lessee shall materially comply with all applicable laws and safety codes and regulations pertaining to Lessee's Equipment.
- **5. Inspection.** Lessor may inspect the Premises upon advance written notice of at least three (3) business days to Lessee. At no time, however, shall Lessor, in any manner, disturb, alter, or modify Lessee's Equipment.
- **6. Possession.** If Lessor is unable to deliver possession of the Premises at any time or Lessee's possession is interrupted, this Lease shall not be void or voidable, but Lessee shall not be liable for any Consideration during such time. Lessee may terminate this Lease if possession is not delivered within five (5) business days. Lessee may also terminate this Lease if Lessor leases space on the Premises to another party and such other party's operations cause harmful interference (as determined by Lessee) to Lessee's operations.

- **7. Trade Fixtures.** Lessee shall have the opportunity, at Lessee's expense, to remove all of Lessee's Equipment upon expiration or termination of the Lease.
- **8. Eminent Domain.** If the Premises or any part thereof shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The Consideration shall be apportioned as of the termination date. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of Lessee's Equipment and improvements, moving costs, and related expenses.
- **9. Destruction of Premises.** In the event of destruction of the Premises during the term hereof, from fire, flood, tornado, earthquake, or other cause, natural or otherwise, Lessee shall have the right to move its Equipment to another location on same Premises or other adjoining property owned by Lessor.
- **10.** Lessor's Remedies on Default. If Lessee defaults on any term of this Lease, Lessor shall give written notice to Lessee. If Lessee does not cure the default within thirty (30) days (or if the default is of such nature that it cannot be completely cured within 30 days, and Lessee does not commence to cure the default within 30 days and thereafter proceeds with reasonable diligence and in good faith to cure), then Lessor may terminate this Lease on not less than thirty (30) days' written notice to Lessee. On the date specified in the termination notice, this Lease shall terminate, and Lessee shall surrender the Premises to Lessor.
- **11. Notices.** Any notice which either party may or is required to give, shall be given by the same at the address or email address below, or at such other place as may be designated by the parties in writing from time to time.
- **12. Authority, Heirs, Assigns, Successors, Assignment and Subletting.** By signing below, the parties represent that they have the authority to enter into this Lease. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties. In no event may Lessee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party without Lessor consent.
- **13. Automatic Renewal.** Provided Lessee is not then in default, this Lease shall be automatically renewed for two (2) additional terms of five (5) years each commencing at the expiration of the initial lease term. All of the terms and conditions of this Lease shall apply to all renewals. If either Lessor or Lessee wants to terminate the automatic renewal of this Lease, they must do so by giving written notice to the other party not less than six (6) months prior to the expiration of the then-current Lease term. For every renewal term, the then-current Payment will increase annually at the rate and upon the same term as described in Section 1.
- **14. Cancellation**. If, and at any point after the completion of the first five (5) years of the initial term, Lessee determines that the Premises is no longer necessary to provide Lessee's services, Lessee shall have the right to terminate this Lease upon providing twelve (12) month written notice to Lessor. Upon termination, neither party will owe any further obligations under this Lease.
- **15. Holding Over.** Any holding over after the expiration of this Lease or any renewal term shall be construed as a month-to-month with pro-rated Consideration as set forth in Section 1.

- **16. Indemnity.** Lessor and Lessee agree that each party will be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Lessee's liability will be governed by the provisions of Minnesota Statutes Chapter 466.
- **17. Execution in Multiple Originals; Electronic Signature.** This Agreement may be executed in multiple originals, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. A signature of a Party to this Agreement sent by electronic transmission, including a signature created by electronic software, will be deemed to constitute an original and fully effective signature of such Party.
- **18. Entire Agreement.** This Lease, and any attachments or exhibits hereto, constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
- **19. Governing Law and Attorney Fees.** Any disputes arising under this Lease shall be governed the law of the state the Premises is located in. If legal action is required to enforce the terms of this Lease, the prevailing party shall be entitled to its reasonable attorney fees and costs.
- **20. Property Taxes.** Lessee shall be responsible for the reporting and payment when due of any tax directly related to Lessee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Lessee shall reimburse Lessor in full for any taxes assessed against Lessor but attributed to the Approved Equipment within thirty (30) days of Lessor's request for such reimbursement.
- **21. Utilities.** All utility services installed on the Premises for the use or benefit of Lessee shall be made at the sole cost and expense of Lessee and shall be separately metered from Lessor's utilities. Lessee shall be solely responsible for extending utilities to the Premises as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Lessee.
- **22. Insurance.** Lessee maintains its insurance coverage through Minnesota Counties Intergovernmental Trust (MCIT), a joint powers entity composed of Minnesota counties and public entities. Lessee shall maintain in force during the Term of this Agreement the following insurance:
  - a) Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
  - b) General Liability Insurance with a limit of \$1,500,000.00 per occurrence.

Lessee maintains Commercial General Liability insurance coverage for Lessee's ARMER system through the Minnesota Department of Administration. Lessee shall maintain this coverage with a \$500,000.00 occurrence limit for torts, and an annual aggregate cap of \$1,500,000.00.

The above insurance shall provide that Lessor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this section shall name Lessor as an additional insured and shall be primary over any insurance coverage in favor of Lessor but only with respect to and to the extent of the insured liabilities assumed by Lessor under this Agreement and shall contain a standard cross-liability endorsement.

Lessor shall maintain insurance or self-insurance on its own property, real and personal, related to and including the Tower. Evidence of insurance shall be provided to Lessee upon request.

- **23. Environmental.** Lessee covenants that during the Lease term, it will comply with all applicable laws, ordinances, rules, and regulations. Lessee further specifically covenants that during the Lease term, it will not use, store, dispose, or release any Hazardous Substances on the Premises in violation of Applicable Environmental Law. Lessee agrees to indemnify and save harmless Lessor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Lessee's breach of any of the covenants contained in this Section. The obligations of Lessee to indemnify Lessor pursuant to this Section shall survive the termination or expiration of this Agreement.
- **24. Equipment Modifications.** Upon the written approval (Notice to Proceed) of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed, Lessor shall have the right, at its sole expense, to relocate or modify Lessee's Facilities. Lessee shall submit to Lessor with each request for such approval, (a) a newly completed description of Lessee's Facilities in the same form as the current Exhibit A and (b) a completed Tower analysis, prepared by the Tower manufacturer or engineering firm reasonably approved by Lessor, showing all installations, modifications or relocation of any Facilities. The Tower analysis shall also include information demonstrating continued compliance with the Tower manufacturer's warranty requirements, current EIA/TIA standards, any other legal requirements for the Tower, or any other information reasonably requested by Landlord. No modifications to Lessee's Facilities as currently described on Exhibit A to this Lease, including without limitation modifications to amount, type, size or height of Lessee's Facilities or change in the type of service, will be permitted without the prior written approval (Notice to Proceed) of Lessor. If Lessee, with the prior written consent of Lessor, as set forth in this section, desires to modify Lessee's Facilities, Lessor reserves the right to increase the Rent on commercially reasonable terms in accordance with industry standards for such modifications to Lessee's Facilities. Notwithstanding anything contained in this Lease to the contrary including but not limited to this section, Lessee shall not be required to obtain Lessor's consent for minor or routine repairs or alterations to the Leased Space, including inside the equipment building(s), or to replace Lessee's Facilities with similar and comparable equipment provided (i) said replacement does not increase tower loading of the Tower or increase the amount of Leased Space and (ii) Lessee provides Lessor with prior notice and a detailed description of its repairs and alterations.

25. Other Terms and Conditions.			

#### **ATTACHED EXHIBITS:**

Exhibit A: List of Approved Equipment and location of the Licensed Space

## [SIGNATURES FOLLOW]

Lessor Signature				
Lessor:	Midcontinent Communications Midcontinent Communications Investor, LLC Its Managing General Partner			
Signature: Name & Title:				
Address:	3901 N. Louise Ave			
City, State, Zip:	Sioux Falls, SD 57107			
Email:	towernotices@midco.com			
Phone:	(877) 930-0154			
Date:	· · ·			
Lessee Signature				
Lessee:	Metropolitan Emergency Services Board			
Signature:				
Name & Title:	Mike Warring, 2023 Board Chair			
Date:				
Lessee Contact Information for Purposes of Section 11				
Name & Title:	Tracey Fredrick, Radio Services Coordinator			
Address:	2099 University Ave. W.			
City, State, Zip:	St. Paul, MN 55104			
Email:	tfredrick@mn-mesb.org			
Phone:	(651) 643-8394			
Approved as to Form				
MESB Counsel				

#### **Exhibit A**

#### **MnDOT Equipment:**

Microwave to St. Croix Falls 120' on the East tower leg Microwave to Houlton 140' on the South tower leg ARMER TX antenna 161' on the West tower leg side mount ARMER TX antenna 151' on the South tower leg side mount ARMER RX antenna 175' on the West leg top of tower Washington County fire paging 175' East leg top of tower

## **Washington County Equipment:**

VHF (PD220)

Two microwave dishes, one points at St. Croix Falls and the other to Houlton



Meeting Date: September 13, 2023
Agenda Item: 5A. Approval of Amendment 2 to CHS-1
Lease Agreement with Hennepin County

Presenter: Jacobson

#### **RECOMMENDATION**

Staff recommend the Board approve Amendment 2 to the lease agreement with Hennepin County for fiber and data center use, on behalf of the owners of Call Handling System 1 (CHS-1).

#### **BACKGROUND**

In 2014, five PSAPs came together to jointly purchase a Motorola VESTA 9-1-1 answering application to share and support all five PSAPs' operations; this shared answering system is called Call Handling System One (CHS-1). The five PSAPs are: Allina EMS; City of Edina; City of Minneapolis; Hennepin County; and Hennepin EMS. The MESB acts as the contract manager on behalf of CHS-1. In 2015, the MESB entered into a lease agreement with Hennepin County, on behalf of CHS-1, for use of diverse, redundant IT fiber for the call handling system.

The CHS-1 system continues to be successfully operating and will continue to use the fiber facilities as constructed in 2015.

#### **ISSUES & CONCERNS**

The current lease agreement expired on August 31, 2023.

The lease amendment renewal updates the lease schedule payment dates and amounts.

Board Counsel reviewed and provided feedback on the proposed lease amendment.

A draft amendment 2 is included in this meeting packet, but as of this writing, the amendment is still being revised; a new version may be available at the Board meeting.

#### FINANCIAL IMPACT

None to the MESB. All costs are borne by CHS-1 PSAPs and are pass-through costs for the MESB.

MOTION BY:
SECONDED BY
MOTION:

Pass/Fail

Contract No: A140928 Amendment: No. 2

#### AMENDMENT NO. 2 TO AGREEMENT NO. A140928

This Amendment No. 2 to Agreement No. A140928 is between the County of Hennepin, a political subdivision of the State of Minnesota, by and through its Board of Commissioners, having its principal offices at the Hennepin County Government Center, 300 South Sixth Street, Minneapolis, Minnesota, 55487 ("COUNTY"), and the Metropolitan Emergency Services Board, ("MESB"), for itself and on behalf of the CONSORTIUM members as defined in the Agreement, 2099 University Avenue West, St. Paul, Minnesota. As used herein, COUNTY and/or MESB may be referred to as a "Party(ies)".

The Parties agree that Agreement No. A140928, including prior amendments if any, is amended as follows:

1. Section 4, TERM, COMMENCEMENT AND OPTION TO RENEW, shall be amended to read:

"The term of this Agreement shall commence on August 25, 2014, and continue through August 31, 2026, unless terminated earlier pursuant to the provisions herein."

2. Section ExhibitPaymentSchedule shall be amended by adding the following at the bottom of the table:

"9/30/23	\$18,611.85
12/31/23	\$18,611.21
3/31/24	\$19,541.25
6/30/24	\$19,541.25
9/30/24	\$19,541.25
12/31/24	\$19,541.25
3/31/25	\$19,541.85
6/30/25	\$19,541.85
9/30/25	\$19,541.85
12/31/25	\$19,541.85
3/31/26	\$19,412.13
6/30/26	\$19,412.12"

This Amendment shall be effective August 31, 2023.

Except as herein amended, the terms, conditions and provisions of Agreement No. A140928, including prior amendments if any, shall remain in full force and effect.

Contract No: A140928 Amendment: No. 2

#### COUNTY ADMINISTRATOR APPROVAL

D ' 16 COLDITAL	COUNTY OF HENNEPIN
Reviewed for COUNTY by the County Attorney's Office:	STATE OF MINNESOTA
	By: _ County Administrator
Date:	Date:
	Date:
HENNEPIN COUNTY SHERIFF'S OFFICE	
Chief Deputy	
Date:	MESB MESB warrants that the person who executed this Agreement is authorized to do so on behalf of MESB as required by applicable articles, bylaws, resolutions or ordinances*.
	By:
	Printed Name:
	Printed Title:
	Date:

<sup>\*</sup>MESB shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time MESB returns the Agreement to COUNTY. Documentation is not required for a sole proprietorship.



Meeting Date: September 13, 2023
Agenda Item: 6A. Approval of Contract with Prouty
Project for EMS Team Building Class

Presenter: Hayes

#### **RECOMMENDATION**

Staff recommend the Board approve the contract with Prouty Project to hold a second team building course for EMS personnel in the metro region in November 2023.

#### **BACKGROUND**

On January 9, 2023, the MESB issued an RFP for EMS Team Building & Leadership Development course in the State Register. At the March 8, 2023 meeting, the MESB awarded the RFP to Prouty Project, which was the sole respondent to the RFP. The class was held in June 2023 with 20 participants and the class material was well-received by the participants.

#### **ISSUES & CONCERNS**

With the positive feedback of the class held in June 2023 came a request for additional sessions of the course.

The extension of the FY2022-2023 EMS Fund grant, which expires on December 31, 2023, allowed for the funding of an additional session of the class for different participants. A host location for the course has been identified.

Included in the meeting materials for this agenda item is a sole source justification form to allow the MESB to pursue another class with Prouty Project without issuing an additional RFP.

#### FINANCIAL IMPACT

None to the MESB. The expense fits within the FY2022-2023 EMS Fund grant.

MOTION BY: SECONDED BY: MOTION:

Pass/Fail

# Single/Sole Source Procurement Justification Form

Single/Sole source purchases are only justified if:

- 1. the item/service is only available from a single source (which must be documented);
- 2. when using federal grant dollars, is authorized by the awarding federal agencies in response to a written request from the MESB; or
- 3. competition is determined to be inadequate or unavailable.

It should be noted that past relationships or local proximity are not factors in a sole source justification.

When requesting a single/sole source purchase, this form must be completed and approved by the Executive Director. This form is required for purchases which exceed \$25,000; the form is optional for purchases less than \$25,000. The purpose of the form is to demonstrate why it is impractical or impossible to seek or obtain competitive bids for a purchase.

# Metropolitan Emergency Services Board Single/Sole Source Procurement

1. Description of Product/Service:

EMS Team Building Course (second offering)

2. Vendor: Prouty Project

3. Est. Amount of Purchase (\$): \$21,300 Contract Period: November 2023

4. Circle one: 9-1-1 EMS X Radio

Staff Contact Name: Date:

Greg Hayes 8/23/23

#### Please answer each of the following:

1. Identify or describe the items to be purchased, noting if there is a copyright, patent or exclusive franchise held by the vendor for the items being purchased.

This is the second offering of the MESB EMS team building class facilitated by the Prouty Project. The first class was well attended and had excellent reviews. A second class was requested by the region. The "Insights Discovery" leadership training is trademarked.

Additionally, grant funding is available until 12/31/23 which is the same funding source for class #1.

2. Confirm that there are no suitable alternative goods/services available from another vendor, thereby establishing the noncompetitive nature of the item to be purchased. Identify the steps taken to determine that the goods/services being purchased are the only goods/services that will meet the program's particular needs, i.e. professional opinions/correspondence, trade publications, trade shows, visits to or correspondence with other entities which have procured the same goods/services, site visitations, proprietary design requires for existing systems/software/equipment, etc.

The MESB issued an RFP in January 2023 for the first class; only one response was received from Prouty Project. Prouty Project was able to facilitate the teambuilding session in the exact format and timeframe specified in the RFP.

Because this second class will be a repeat of the first, MESB seeks to sole-select Prouty Project as the only vendor that can deliver this specific class. And because it was the only vendor to reply to the first RFP, MESB does not believe that a repeated RFP process, so close in time to the previous one, would result in additional responses. To run another class before the available funding runs out at the end of 2023, Prouty Project should be sole-source selected.

# Metropolitan Emergency Services Board Single/Sole Source Procurement

3. Will this purchase tie the MESB to a particular vendor for future purchases? Consider maintenance which can only be performed by this vendor, will additional like items be required/needed in the future to match this purchase.

If the region requests a third class offering, through different funding, staff will reevaluate the need to go out for RFP to ensure a new vendor can/ cannot supply the specified materials and learning.

4. Please initial here, indicating no other vendor can provide the same or a similar product/service. GCH

Attach any other documentation which helps make the determination that a single/sole source purchase is justified.

I, (signature) GREGORY C HAYES, am aware that Minnesota statutes and Uniform Guidance require procurements to be competitively bid wherever practicable. The preceding statements are complete and accurate, based on my professional judgement and investigations. I also certify that no personal advantage will accrue to me or any member of my immediate family as a result of this procurement.

Executive Director Signature: Jul Robust

Printed Name: Jill Rohret

Date: August 28, 2023

Contract Number (when assigned):

# Metropolitan Emergency Services Board



**Strategic Leadership Development Focus on Leading with Insights Discovery** 

August 25, 2023, Cohort #2

PREPARED BY:

PREPARED FOR:

Peter Bailey, President

Jill Rohret, Executive Director





## **Greetings Jill:**

We are excited to partner with your organization again and work with Greg Hayes and Jon Pritchard to support your efforts to develop your EMS Leaders.

As a partner, The Prouty Project will bring an engaging and purposeful leadership learning experience focused on:

- Leading Self: Through Emotional Intelligence (EQ) and Insights Discovery™ we encourage every participant to appreciate their
  own gifts and communication styles and better appreciate the styles of others.
- Leading Others: By better understanding oneself, we can modify and adapt our communication styles and behaviors to better
  match those with whom we work for better, more efficient communication and relationship-building.

We look forward to working with you and your team!

Peter H. Bailey





# **Why Prouty**

- As a **small**, **but mighty** firm of 15 dynamic leaders, we annually partner with approximately 100 CEOs and their leadership teams to ignite, elevate and create the extraordinary through strategic planning and leadership development services.
- Working with a diverse range of organizations and boards across many sectors, industries and sizes, we have 35
  years of expertise and experience in helping our client partners develop compelling strategic plans and transform their
  leadership teams.

# Who We Are: The Basics

- We are a small management consulting firm that specializes in strategic planning and leadership development.
- We exist to creatively **stretch leaders** to achieve bigger goals, bolder strategies, and better collaboration.
- We strive to create an environment where all participants **actively engage** in the process and enjoy themselves. We incorporate movement, music, and a sense of humor into everything we do.
- We live by the Oliver Wendell Holmes quote:

"A mind stretched by a new experience can never go back to its old dimensions."

# **Our Values**

# Curiosity

We lead with questions and possibilities to co-create the best solution.

### Adventure

We stretch our clients and ourselves to chart a course beyond comfort zones.

### Generosity

We make the world a better place by contributing our time, talent and treasure.





# What We Heard

You would like us to engage your dynamic EMS Leaders in an intensive and engaging teambuilding session focusing on key elements of Emotional Intelligence and a relationship/communication tool like Insights Discovery™.

# **Submission Requirements:**

- 1. Experience of respondent organization in relation to the development and instruction of a leadership program.
- 2. Identity and qualifications of the person, or persons, the respondent organization would assign to the project.
- 3. A description of the respondent organization's plan for course content and delivery.
- 4. A list of relevant experiences in the last ten years, focusing on leadership development training.
- 5. A list of three references.

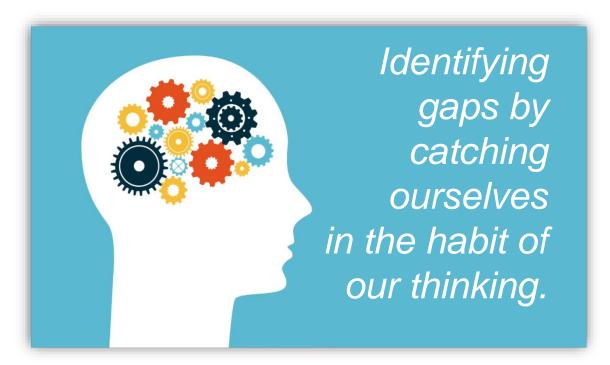




# Our Approach: Elevated by Instructional Design

Principled. Personal.

Holistic Content Framework **Experiential Design** 







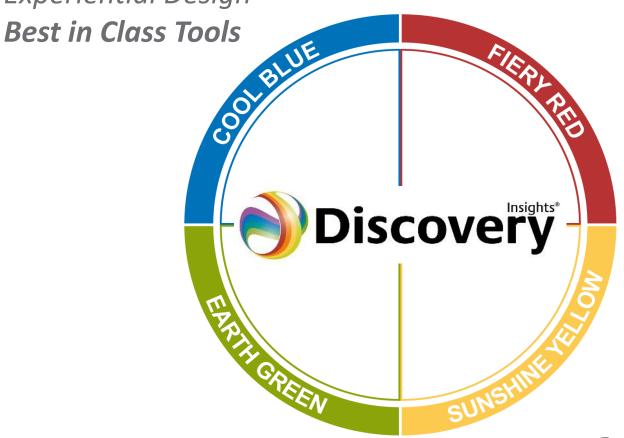


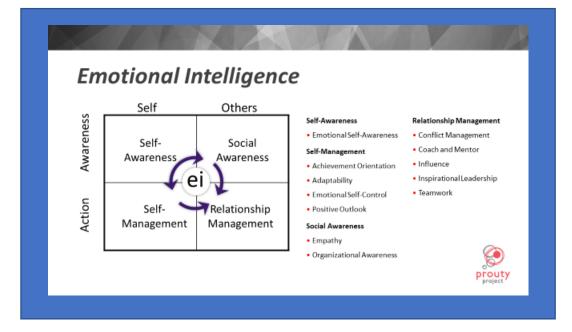
# Our Approach: Powered by Human-Performance Evaluators

Principled. Personal.

Holistic Content Framework

Experiential Design







# **Our Recommended Process**

The Prouty Project will provide expertly facilitated content, videos, challenge experiences and in-depth conversations to support the understanding and practice of key leadership communication tools.

#### One Day Program: Leading Self and Leading Others with Emotional Intelligence and Insights Discovery™

- This program will launch the leadership journey with your EMS Team and will cover the following initial content:
  - Insights Discovery™ for the EMS cohort #2 of 30 people. Personality assessment overviews and interpret results.
  - Focus on Self-Awareness: Content, challenges and adventure experiences, self-reflection and group process.
  - Action Steps: Reflection and articulation of how each participant will adapt and modify using these new tools.

#### Agenda: November 29, 2023, Cohort #2

- 8:30-12:00 Full workshop on both Emotional Intelligence and Insights Discovery interpretation. Leadership content, videos and leadership challenge activities to support the understanding and practice of the EQ and Insights Discovery content.
- 12:00-1:00 Lunch
- 1:00-4:30 Direct leadership applications of both Emotional Intelligence and Insights Discovery and deep-dive discussions. Team building challenges will be presented for small groups to see themselves in action.





# **Investment and Terms**

	Consulting Fees	Out of Pocket Expenses	Optional
Design and Modify Custom Program Planning and Design	\$1,500		
Facilitation of Leading Self, Leading Others, Leading the Business One day format, one facilitator (November 29, 2023)	\$8,000		
Insights Discovery for Leadership Team Approx. \$295 x 30 = \$8,850		\$8,850+/-	
Other out of pocket expenses: Food, printed materials, activities, etc.		\$TBD	
TOTAL:	\$9,500		\$18,350

The Prouty Project proposes the following terms with the understanding that you may wish to include additional terms pursuant to your policy requirements:

- The fees outlined in this proposal will remain valid through December 31, 2023, unless an extension is mutually agreed upon.
- The fees include time for the design, development, and delivery as outlined above. A 1% overall fee will be charged to include all Prouty provided materials and will be represented in the final invoice. Other out-of-pocket expenses will be billed as incurred.
- Fees quoted are based upon the assumptions of the deliverables outlined. Any additional requests or changes will be gladly accommodated at adjusted prices.
- The project will be payable 1/3 up front upon signing this contract, and the remainder, plus out of pocket expenses, billed upon completion of the engagement.
- MESB will pay for food for the one-day session and will also provide copies of printed materials..



# The Prouty Project Team: Key Facilitators



# **Peter Bailey**

President

Peter specializes in engaging business leaders and teams in transformational experiences which enhance their skills, systems and processes for working better together. Peter is a multi-faceted experiential designer and facilitator, who has delivered 25 years of education-based adventure and innovative training to executives and management teams in the fields of high-technology, telecom, manufacturing, pharmaceutical and customer service. Peter designs and facilitates programs which integrate strategic planning, creativity and innovation with cross-cultural communication skills for companies eager to help their people work better around the world.



## **Adrienne Jordan**

**Senior Consultant** 

Adrienne is an expert leader with over 20 years of experience in strategy, planning and process improvement across a variety of sectors including corporate, sports, education, foundation, non-profit and political arenas. Prior to joining The Prouty Project, Adrienne served with the Minnesota Super Bowl Host Committee, where she was responsible for leading the Project and Risk Management Office. Adrienne's past experiences include serving as the Chief of Staff for Minneapolis Public Schools for five years, and working with General Mills, Inc. for 13 years in various leadership roles in sales and the foundation. Adrienne is a native of Columbus, Ohio, and a graduate of the University of Notre Dame, where she was a member of the 1997 NCAA Final Four Women's Basketball Team.



### **Kristin Jonason**

Consultant

Kristin provides consulting and advisory support to our clients and partners. Kristin specializes in the area of Positive Psychology, the scientific study of well-being and human flourishing. She aims to integrate elements, research, and interventions from Positive Psychology into all our client engagements to increase their individual and organizational wellbeing. Kristin is an adventurous person who loves trying new things and is not afraid to stretch herself in out-of-the-box situations. Prior to joining the Prouty Project in 2016, Kristin spent two years in marketing and several summers at a YMCA camp, eventually becoming Assistant Director. Kristin has her Masters in Applied Positive Psychology from the University of Pennsylvania and a B.A. in psychology from DePauw University. Kristin is one of our Licensed Practitioners of Insights Discovery.







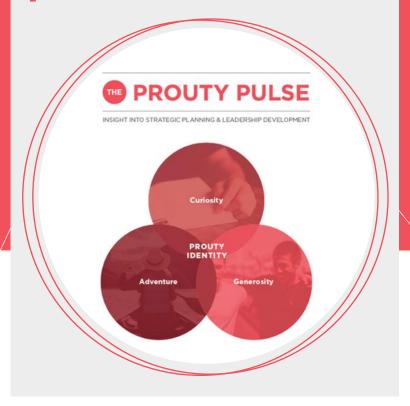
# References

When it comes to our work, we believe our relationships speak louder than our words. We have clients of all sizes and across every industry, many of whom have been with us for more than 10 years. We encourage you to talk with any of the following references to learn more about our impact on their organizations. We'll provide specific contact information for the organizations below, as requested.

- Julie Conzemius, HR Director, SFM Workers Comp <u>julie.conzemius@sfmic.com</u>
- Elise Hartfiel, CHRO, Egan Companies <u>emh@eganco.com</u>
- Sondra Samuels, President and CEO Northside Achievement Zone <u>ssamuels@the-naz.org</u>



## QUARTERLY NEWSLETTER



## PROUTYPROJECT.COM



### **MONTHLY E-MAIL**





# THANK YOU!

Scan the QR code to get on the V.I.P. (Very Important Prouty) list to stay in the loop with the latest news, events, and insights from the Prouty team.





#### **METROPOLITAN EMERGENCY SERVICES BOARD**

Meeting Date: September 13, 2023 Agenda Item: 7A. Award of Actuarial Services RFP Presenter: Rohret

#### **RECOMMENDATION**

Staff recommend the Board award the audit services RFP to Hildi, Inc., a division of USI Consulting Group.

#### **BACKGROUND**

MESB Policy 27 – Contracted Professional Services requires the MESB to issue an RFP every five years for contracted professional services. The last RFP for audit services was issued in the April 16, 2018 edition to the State Register, and awarded by the board in July 2018 to Hildi, Inc.

#### **ISSUES & CONCERNS**

The most recent RFP for Actuarial Services was issued in the State Register on July 17, 2023, with a due date of August 11, 2023. The MESB received one response to its RFP for actuarial services, from Hildi, Inc.

#### FINANCIAL IMPACT

Hildi, Inc. proposed the same costs included in its 2018-2023 contract, thus the costs were included in the 2024 MESB operational budget.

MOTION BY: SECONDED BY: MOTION:

Pass/Fail



#### **METROPOLITAN EMERGENCY SERVICES BOARD**

Meeting Date: September 13, 2023
Agenda Item: 7B. Approval of Exec. Director Travel Request
Presenter: Rohret

#### **RECOMMENDATION**

Staff recommends approval for the Executive Director to travel for the 2024 NENA Standards & Best Practices Conference.

#### **BACKGROUND**

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

#### **ISSUES & CONCERNS**

The Executive Director seeks approval for one travel request.

The request is for the 2024 National Emergency Number Association (NENA) Standards & Best Practices Conference. At the time of this writing, the location has not been announced, though the last few years it has been in either Orlando or Clearwater, Florida. The conference dates, also not yet announced, are presumed to be January 15-18, 2024. The conference is geared towards public safety professionals with focus on 9-1-1. It should provide updated information regarding the transition to Next Generation 9-1-1 (NG9-1-1) and NG9-1-1 standards. This travel request is for \$2,926.50.

The request amounts include all travel and registration costs. All efforts will be made to purchase flights at a reasonable cost. Costs included in the travel request are estimates; at the time of this writing, event registration and hotel rates have not been published.

#### FINANCIAL IMPACT

None. The costs associated with this travel request were included in the 2024 MESB operational budget.

MOTION BY:
SECONDED BY:
MOTION:

Pass/Fail

#### **METROPOLITAN EMERGENCY SERVICES BOARD**

#### REQUEST FOR TRAVEL AUTHORIZATION

Employee Name: Jill Rohret

Travel Purpose: NENA 2024 Standards & Best Practices Conference Location: Clearwater, FL (GSA Per Diem: \$69; \$51.75 travel day)

Travel Dates: January 15-18, 2024

#### **Travel Cost Estimate**

Registration	\$375.00	
Air Fare	\$500.00	
Cab Fare/Ground Transportation	\$90.00 roundtrip	
Lodging	\$1,290.00**	
Meals/Per Diem	\$241.50	
Other	-	
Total Estimated Cost	\$2,634.50	

Is travel cost included in current budget? Yes

Notes: Meal costs are derived by using the 2023 GSA meal per diem rate.

\*\*Estimate made using actual rate paid by MESB staff for 2023 conference.

Submitted by: Jul Robert

Date: August 17, 2023

Board approval

Motion by: Seconded by:

Motion carried/Motion denied

Date: