November 12, 2014

MESB Board
MEETING NOTICE

The next meeting of the Metropolitan Emergency Services Board will be held on Wednesday, November 12 at 10:30 AM

at the Board Offices
2099 University Avenue West
St. Paul, MN 55104

Please call 651-643-8381 to confirm your attendance.

* Executive Committee
November 12, 2014

***10:30 AM***

1. CALL TO ORDER (Comm. Higgins)

2. Approval of the Agenda (Comm. Higgins)

3. CONSENT AGENDA
   A. Approval of previous meeting minutes (July 9, 2014)
   B. Appvl: Treasurer’s Reports
      1. May 2014
      2. June 2014
      3. July 2014
      4. August 2014
   C. Correspondence
      1. Termination - Best & Flanagan
      2. Final invoice – Best & Flanagan
      3. Letter to IES

4. REPORTS
   A. Statewide Emergency Communications Board (SECB) Reports:
      1. Finance (Comm. Blake Huffman /Comm. Randy Johnson)
      2. Legislative (Comm. Tom Egan /Comm. Chris Gerlach)
      3. OTC (Jill Rohret)
5. ISSUES and ACTION REQUESTS
   A. Radio TOC (by Jill Rohret)
      1. Approval: Hennepin County Request to Add AIS Servers
      2. Approval: Amendments to Metro Std. 3.14.0 – ME TACS
      3. Approval: Amendments to Metro Std. 3.17.4 – Event/Exercise Communications Planning
      4. Approval: Metro Transit Request for MCC 7500 Upgrade and 3 Additional Consoles
      5. Approval: Minnetonka – St. Louis Park Request for Diverse Console Connection Routes
   
   B. EMS TOC
      1. Accept: $220,000 HSEM Grant for 3ECHO Training in 2015
      2. Metro EMS System Ebola Update
   
   C. 9-1-1 TOC
      1. Support: Statewide Implementation of a Text to 9-1-1 Solution (Pete Eggimann)
      2. No Action Required, FYI:
         • CHS 1, 2 and 3 status (Jeff Johnson)
         • Airbus Divestiture (Jeff Johnson)
5. ISSUES and ACTION REQUESTS
   (continued)

   D. Executive Director (Moody) 37
      1. Appvl: Lobbyist Contract

      2. Appvl: MMCD Lease Agreement 51

6. OLD BUSINESS
   A. None

7. NEW BUSINESS
   A. None

8. ADJOURN
MEETING MINUTES
JULY 9, 2014

Commissioners Present:

<table>
<thead>
<tr>
<th>ANOKA</th>
<th>Rhonda Sivarajah</th>
<th>HENNEPIN</th>
<th>Randy Johnson</th>
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<tr>
<td></td>
<td>Carol LeDoux</td>
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<td>Linda Higgins - Absent</td>
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<tr>
<td>CARVER</td>
<td>Jim Ische</td>
<td>ISANTI</td>
<td>Greg Anderson</td>
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<td></td>
<td>Gayle Degler</td>
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<tr>
<td>CHISAGO</td>
<td>George McMahon</td>
<td>RAMSEY</td>
<td>Blake Huffman - Absent</td>
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<td>Janice Rettman - Absent</td>
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<td>Jim McDonough - Absent</td>
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<td>Mary Jo McGuire</td>
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<td>City of Minneapolis</td>
<td>Andrew Johnson</td>
<td>SCOTT</td>
<td>Dave Menden</td>
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<td>Tom Wolf</td>
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<tr>
<td>DAKOTA</td>
<td>Tom Egan</td>
<td>WASHINGTON</td>
<td>Ted Bearth</td>
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<td></td>
<td>Chris Gerlach</td>
<td></td>
<td>Fran Miron</td>
</tr>
</tbody>
</table>

Staff Present:  Martin Moody, Kelli Jackson, Pete Eggimann, Jill Rohret, Martha Ziese, Jay Arneson, MESB Board Counsel

Guests Attending:  Jeff Nelson, PSC Alliance, Andrew Krueger, Metro Mobility, Dan Rude, Metro Mobility, Brandon Abley, ECN,

1. CALL TO ORDER
Meeting was called to order at 10:30 by MESB 2014 Vice Chair, Commissioner Sivarajah.

Oath of Office to Commissioner Dave Menden

2. CONSENT AGENDA
A. Approval of previous meeting minutes (May 14, 2014)
B. Appvl: Treasurer’s Reports: February, March, April 2014
C. Affirm: SECB Strategic Planning Task Force Candidates

Motion made by Commissioner McMahon seconded by Commissioner Degler to approve the consent Agenda. Motion Carried.

3. REPORTS
A. Legislative Session Update (Margaret Vesel)

B. Statewide Radio Board Reports (Jill Rohret gave all reports)
1. Finance –Discussed and approved a participation plan grant for Lake of the Woods and Roseau Counties

2. Legislative–No report

3. Steering–
   • Committee is working on a couple of standards
• Discussed the Status Board viewed by Dispatchers

4. OTC –
Approved:
• NE radio Moto Bridge overlay
• University of Minnesota request to purchase its’ Gold elite consoles.
• St. Louis County’s amended participation plan
• Interoperability Participation Plan from the Homeland Security Immigrations and Customs

C. FirstNet Presentation (Brandon Abley)

4. ISSUES and ACTION REQUESTS
A. Radio TOC
1. Appvl: Metro Mobility Request for Consoles and IDs (Jill Rohret)
The Radio TOC recommended Board approval of the Metro Mobility request to add consoles and for additional radio IDs.

Motion made by Commissioner Eagan, seconded by Commissioner McMahon to approve the Metro Mobility request to add consoles and for additional radio IDs and to monitor their usage. Motion Carried.

B. EMS TOC- None

C. 9-1-1 TOC
1. Appvl: Data Center Lease Agreement (Pete Eggimann / Jeff Nelson (PSC)
The 5-PSAP Call Handling System project requires written agreements for Data Center and WAN connectivity. The MESB staff in its role as contract manger/fiscal agent, with input from and the endorsement of representatives of the five PSAPs has negotiated an agreement. The staff recommended approval of this agreement.

Motion made by Commissioner Degler, seconded by Commissioner McMahon to approve the Data Center Lease Agreement. Motion Carried.

D. Executive Director
1. Appvl: 2015 Budget (Moody)
Motion made by Commissioner Wolf, seconded by Commissioner McMahon to approve the MESB 2015 budget. Motion Carried

7. ADJOURN
TO: Metropolitan Emergency Services Board

FROM: Chisago County Commissioner George McMahon, MESB Treasurer

RE: Treasurer’s Report – May 2014

DATE: July 09, 2014

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

- Monthly summary financial reports for Administration, 911, Radio and EMS
- Explanation for significant variance from budget report for Administration, 911, Radio and EMS.

The review was conducted on July 09, 2014.

Sincerely,

[Signature]

George McMahon, Commissioner
Chisago County
Treasurer, Metropolitan Emergency Services Board
TO: Metropolitan Emergency Services Board

FROM: Chisago County Commissioner George McMahon, MESB Treasurer

RE: Treasurer’s Report – June 2014

DATE: July 28, 2014

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

- Monthly summary financial reports for Administration, 911, Radio and EMS
- Explanation for significant variance from budget report for Administration, 911, Radio and EMS.

The review was conducted on July 28, 2014.

Sincerely,

George McMahon, Commissioner
Chisago County
Treasurer, Metropolitan Emergency Services Board
TO: Metropolitan Emergency Services Board

FROM: Chisago County Commissioner George McMahon, MESB Treasurer


DATE: September 2, 2014

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

- Monthly summary financial reports for Administration, 911, Radio and EMS
- Explanation for significant variance from budget report for Administration, 911, Radio and EMS.

The review was conducted on September 2, 2014.

Sincerely,

George McMahon, Commissioner
Chisago County
Treasurer, Metropolitan Emergency Services Board
TO: Metropolitan Emergency Services Board

FROM: Chisago County Commissioner George McMahon, MESB Treasurer

RE: Treasurer's Report – August 2014

DATE: September 25, 2014

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

- Monthly summary financial reports for Administration, 911, Radio and EMS
- Explanation for significant variance from budget report for Administration, 911, Radio and EMS.

The review was conducted on September 25, 2014.

Sincerely,

George McMahon, Commissioner
Chisago County
Treasurer, Metropolitan Emergency Services Board
August 12, 2014

Reference: Best & Flanagan file number 018268-312001

To whom it may concern:

In accordance with the terms of our contract, the Metropolitan Emergency Services Board is providing your firm seven (7) days’ notice of termination of the Agreement for Lobbying Services. Please send us a final invoice for our review.

Thank you,

[Signature]

Martin Moody
Executive Director
Metropolitan Emergency Services Board

Cc: Jay Arneson
    Kelli Jackson
September 15, 2014

Martin Moody
Metropolitan Emergency Services Board
2099 University Avenue West
St. Paul, MN 55104-3431

Re: Metropolitan Emergency Services Board

Dear Mr. Moody:

Enclosed please find our final invoice for professional services rendered in August in the following matter:

<table>
<thead>
<tr>
<th>Client/Matter</th>
<th>Matter Name</th>
<th>Amount</th>
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<tbody>
<tr>
<td>18268-312001</td>
<td>2012 Legislative Session</td>
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<tr>
<td></td>
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<td>$2,000.00</td>
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</tbody>
</table>

Should you have any questions, please let me know. Thanks.

Very truly yours,

Nicole Belz

Enclosure
FINAL
INVOICE

September 15, 2014

Martin Moody  
Metropolitan Emergency Services Board  
2099 University Avenue West  
St. Paul, MN 55104-3431

Re: Metropolitan Emergency Services Board 
2014 Legislative - Invoice

STATEMENT FOR SERVICES

To all services rendered in August 2014 in connection with the above referenced matter.

TOTAL FEES $2,000.00
October 15, 2014

Cliff Woodbury, General Manager
Independent Emergency Services
235 Franklin St SW
Hutchinson, MN 55350-0279

Dear Mr. Woodbury:

As Executive Director of the Metropolitan Emergency Services Board (MESB), it was brought to my attention that Airbus is attempting to divest the Defense and Security Communications Division of their business, which includes VESTA 9-1-1 equipment. The MESB represents the nine counties and all of the Public Safety Answering Points (PSAPs) in the Minneapolis and St Paul metro area, with the exception of the MN State Patrol PSAP. VESTA 9-1-1 systems are used by many of the metro area PSAPs, including the large shared/hosted system currently being installed in Hennepin County. I am sending this letter to express our concern about how the impending sale might affect future services.

All of these Airbus systems require 24x7 maintenance services not only from Independent Emergency Services (IES), but from your manufacturer, Airbus, as well. In fact, three of these systems have contracted for, and a fourth is planning to contract for "prepaid" maintenance for five years. This prepaid maintenance includes the manufacturer's ongoing support as well as Network Operations Center support services.

For these reasons, I am sending this letter to request that IES reach out to Airbus and confirm that Airbus understands its obligations to these customers and their constituents. Also, IES should receive assurance from Airbus that it will convey to potential suitors the importance of maintaining the obligations of maintenance for existing as well as future VESTA 9-1-1 customers.

Furthermore, as you may know, the IES proposal to a ten-PSAP consortium for the VESTA 9-1-1 system was received and evaluated favorably due to the representation and understanding of the Airbus (then known as Cassidian) commitment to Research and Development (R&D) on the 9-1-1 system product line. We recommend that IES encourage Airbus to include a commitment to R&D in its negotiations with potential suitors.
We appreciate IES's commitment to our metro area PSAPs and look forward to continuing that relationship. We anticipate that IES will forward our concerns to Airbus in regard to your continued commitment to our PSAPs. We would appreciate receiving written confirmation that these concerns have been communicated to Airbus.

If you have any questions or concerns regarding this request, please do not hesitate to contact me directly.

Regards,

Martin Moody
Executive Director
Metropolitan Emergency Services
**RECOMMENDATION**
The Radio TOC and the Executive Committee recommend full Board approval of the Hennepin County request to add AIS servers for its logging.

**BACKGROUND**
Hennepin County Sheriff’s Office has built a new communications building in Plymouth, MN. As part of its construction, and also due to the planned 7.15 ARMER upgrade, Hennepin County installed IP-based MCC 7500 consoles in its new facility. These consoles require a change in how Hennepin County logs its talkgroup resources.

**ISSUES & CONCERNS**
Hennepin County is installing a new logging system at its new Emergency Communications Facility that will log the traffic on the IP consoles and the new phone system. This new logging system requires the addition of two AIS servers.

The console upgrade will also require a change in how Metro Transit logs its talkgroups; due to this they plan on adding an AIS server and firewall to the system. One server will be at the new facility in Plymouth. The second will be at its current Golden Valley location for redundancy.

**FINANCIAL IMPACT**
None to the MESB.

<table>
<thead>
<tr>
<th>MOTION BY:</th>
<th>SECONDED BY:</th>
<th>MOTION APPROVED:</th>
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<td>YES</td>
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MOTION:
We are seeking approval of the technical change listed below from the TOC:

The Hennepin County Sheriff’s Office is constructing a new Emergency Communications Facility (ECF) located at 1245 Shenandoah Lane, Plymouth MN 55447. This building is schedule to be occupied starting the second week of August 2014. The installation of Motorola AIS servers will be needed for logging of talkgroups.

In Zone 2 at the ECF location an AIS server will be added by Motorola, a Juniper SG140 firewall has been provided for interface between the ARMER network and the logging network. The logging vendor is DSS Corporation, they will provide the audio logger as well as their own firewall, see attached drawing for more details. A second Zone 2 AIS server will be added at the Hennepin County Sheriff’s Office 9300 Naper Street Golden Valley. The system installed at the ECF building will be replicated at this Golden Valley location. This system will serve as a backup logging system to the ECF building.

In the weeks of August to October Hennepin County Sheriff’s office technicians will work with Motorola and DSS personnel to complete the tasks listed above. The completion date of this system will be no later than the second week of October as that is when dispatchers will start training at the new ECF facility.

For additional details, please see attachment. Note these documents have been reviewed by John Anderson from the Minnesota Department of Transportation.
Hi King,

In looking at the diagrams, there nothing that stands out to us as an issue.

Have a good weekend,
John

King,

These requests need to go to the OTC. I think all of them I have seen went to the regions before coming to the OTC.

I think the documentation is adequate. John is out this week I will ask him to look at this next week when he gets back.

Tim Lee, P.E.
MnDOT Office of Statewide Radio Communications
1500 W. Count Road B2
Roseville, MN 55113
651-234-7963
Tim.lee@state.mn.us
Tim, I wanted to run this by you to determine the proper process for approvals.

We are adding two AIS servers from Motorola, one will be located at the new Emergency Communications Facility in Plymouth and the second unit will be located at the Golden Valley 9300 Naper Street location. The logging vendor is DSS Corporation, they have worked with Motorola SmartZone systems in the past.

My question is will this need to go through the OTC, TOC and MESB and if the attachments are adequate for evaluation; if not do you know what additional materials are needed.

I will give you a call in a day or so as well, thanks.

King Fung
612-596-1923
Motorola Signaling Data will travel on TCP ports 50000 and 500001 and will relay through proxy software loaded on the Motorola AIS through the Juniper Firewall. This will be passed through the Fiber Connection and uses minimal bandwidth.

Motorola Audio will be sent from the VPM through the Juniper Firewall on UDP ports 60000-90995. This connection will also pass through the fiber connection (Codec G728 uses 35kb per active talk group) (IBME/AMBE is 8kbps per active talk group)

Backup data will travel over the network using the Windows SMB protocol (This would be scheduled for non-peak hours).

Users will connect to data using Viewpoint which will be hosted on a Webserver (The EQ server) at the PSAP centers.
RECOMMENDATION
The Radio TOC and the Executive Committee recommend approval by the full Board of the amendments to Metro Standard 3.14.0—ME TACs.

BACKGROUND
This standard was amended in May 2013 as a result of the change management process. At that time, there was some question as to whether or not keeping ME TAC 5 open for emergent events would be confusing. The TOC decided to leave it as written for when resources were named PTACs and ATACs, knowing it could be amended at a later date.

ISSUES & CONCERNS
The current amendments appear on page five in section five. The first amendment removes the prohibition on reserving ME TAC 5 (formerly ATAC 1) as it has proven confusing for dispatchers.

The second amendment would allow ME TACs 5-8 to be patched to VHF resources, such as VLAW31.

FINANCIAL IMPACT
None to the MESB.

MOTION:

SECONDED BY:

MOTION APPROVED:

_____ YES  _____ NO
Due to the Regional Change Management process, these talkgroup names will be changed effective November 22, 2013, but will not necessarily be changed in all radios and consoles at that time. Agencies must reprogram radios and consoles with the new naming by June 26, 2015. Dual-naming will be in place in consoles from November 22, 2013 – June 30, 2015.

1. Purpose or Objective
To establish policy & procedures for use of the metro region ARMER ME TAC 1-8 [will be ATAC and PTAC until November 22, 2013] 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 [ATAC and PTAC] 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 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 of and the use of these talkgroups should be easily understood by radio user personnel who are primarily concerned with their mission.

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

The ME TAC [ATAC and PTAC] regional talkgroups are not capable of encryption.

Any metro region-wide ARMER talkgroup can be in only one patch at a time.

3. **Operational Context:**
   These talkgroups are metro- region resources to facilitate communications between agencies that typically do not communicate with each other on a regular basis.

   **ME TAC1-4 are only available for use by public safety users.**

   **ME TAC5-8 are available for use by all users.**

4. **Recommended Protocol/ Standard:**

   **ME TAC 1-4 [PTAC] TALK GROUPS**

<table>
<thead>
<tr>
<th><strong>TG Requirements</strong></th>
<th><strong>For Whom?</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Highly Recommended</td>
<td>All public safety mobiles, portables, PSAPs</td>
</tr>
<tr>
<td>Recommended</td>
<td>All public safety mobiles, portables, PSAPs</td>
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<td>Optional</td>
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<td>Not Allowed</td>
<td>Public service</td>
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</table>
**ME TAC5-8 [ATAC] TALK GROUPS**

<table>
<thead>
<tr>
<th>TG Requirements*</th>
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<tr>
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<td>None</td>
</tr>
<tr>
<td>Optional</td>
<td>None</td>
</tr>
<tr>
<td>Not Allowed</td>
<td>None</td>
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*Until November 22, 2013, these talkgroups are required to be in some IC zones in radios, per State Standard 3.16.0. Due to the statewide change management process, this requirement is removed on November 22, 2013.*

In order to meet the communications needs for an event, the ME TAC [ATAC & PTAC] 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 [ATAC & PTAC] talkgroups, although this would not be preferred as a method of resolving communications needs.

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

*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 this resource when it is needed for important events.*

None of the ME TAC [ATAC & PTAC] talkgroups shall be part of any system configured multi-group.
The ME TAC [ATAC, PTAC] recording procedure falls under ARMER Standard 3.7.0—Recording Interoperability Channels and Talkgroups.

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

It is highly recommended that public safety radio users program a sufficient quantity of ME TAC [PTAC & ATAC] talkgroups into their subscriber radios to meet their interagency communications needs, starting with ME TAC1 [PTAC1] & ME TAC5 [ATAC1].

It is highly recommended that metro region ARMER system non-public safety dispatch consoles have all the ME TAC 5-8 [ATAC] talkgroups available for patching.

It is highly recommended that non-public safety radio users program a sufficient quantity of ME TAC 5-8 [ATAC] talkgroups into their subscriber radios to meet their interagency communications needs, starting with ME TAC5 [ATAC1].

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

5. Recommended Procedure:
The pool talkgroups may either be used directly, or be patched to other resources to meet the communications needs of an event.

Prior to November 22, 2013:
The usage of PTACs and ATACs for EMERGENCY or INPROGRESS interoperability events should be PTAC 1, 2, 3, 4 and ATAC 1, 2, 3, 4 in that order.

The usage of PTACs and ATACs for PREPLANNED NON-EMERGENCY interoperability events should be PTAC 4, 3, 2 or ATAC 4, 3, 2 in that order. ATAC1 and PTAC1 will not be reserved for planned events.

After November 22, 2013:
The usage of ME TAC 1-4 will be reserved for public safety use only. The usage of these talkgroups for EMERGENCY or IN PROGRESS interoperability events should be ME TAC 1, 2, 3, 4…8 in that order.
The usage of ME TACs for **PREPLANNED NON-EMERGENCY** interoperability events should be ME TAC 8, 7, 6, 5...1 in that order. ME TAC1 and ME TAC5 will not be reserved for planned events.

It should be noted that during the transition period from November 22, 2013 through June 30, 2015, some agencies may only have a portion of the ME TACs in their radios. It is possible that agencies may have approved variances in place after June 30, 2015. When formulating communications plans, COMLs should check with the agencies involved in interoperability events to see what shared resources are available.

**Public Safety based conventional resources such as, “VLAW31, VFIRE23” cannot be patched to any of the ME TAC 5-8 [ATAC] talkgroups.**

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 & supervisors for agencies on the ARMER system shall insure that this procedure for usage and assignment of the ME TAC [ATAC & PTAC] talkgroups be adhered to, as well as the setting up of soft patches for which they are responsible.

The MnDOT 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.
RECOMMENDATION
The Radio TOC and the Executive Committee recommend approval by the full Board of the amendments to Metro Standard 3.17.4—Event/Exercise Communications Planning.

BACKGROUND
This standard governs event and exercise communications planning. Previously, any issues with communications plans, generally after the fact, could be discussed at the Interoperability Subcommittee. This subcommittee has many members, only a few of which have been trained as Communications Unit Leaders (COMLs) and the proper way to plan for communications. The original version of this standard predates the formation of the Communications Response Task Force (CRTF), and its Steering Workgroup.

ISSUES & CONCERNS
The current amendments appear on page two. The amendment now has the CRTF Steering Workgroup review all ICS 205s (communications plans) for events and exercises and will provide feedback to COMLs. This is done after the fact, and is being done to ensure compliance with standards and continuing education. The CRTF Steering Workgroup consists of nine people, plus the Regional Radio Services Coordinator. Of the nine members, seven are state certified COMLs. This group also meets more regularly than the Interoperability Subcommittee and thus can provide more timely feedback.

The CRTF Steering Workgroup will provide a report of the issues or best practices found in the ICS 205 forms.

FINANCIAL IMPACT
None to the MESB.
1. Purpose and Objective:
The intent of this standard is to establish protocols and procedures to be used for planning communication for large planned events or exercises that effect multiple agencies or jurisdictions.

2. Operational Background:
During large scale events, communications among multiple jurisdictions and disciplines, including emergency medical, fire, and law enforcement services, is essential. Unfortunately, the absence of on-scene communications coordination has often compromised critical operations. To ensure this gap is covered, an All-Hazards Type III COML should be used to establish a communication plan.

COML responsibilities include developing plans for the effective use of incident communications equipment and facilities, managing the distribution of communications equipment to incident personnel, and coordinating the installation and testing of communications equipment.

3. Operational Context:
Planned events and exercises can include complex communications issues. In addition, there is also a potential for the event to grow quickly into a large scale incident. It is imperative that all disciplines are aware and prepared to communicate effectively.

A COML can also ensure that the event does not inadvertently affect normal daily operational needs by over-utilization and/or over-loading of ARMER system resources.

4. Recommended Procedure:
During large scale events, communications among multiple jurisdictions and disciplines, including emergency medical, fire, and law enforcement services, is essential. An individual that has completed official COML training and is a recognized COML(t) or Minnesota Certified COML should be utilized to complete an ICS 205 Communication Plan.
5. Recommended Procedure:
When it becomes apparent that interagency coordination of personnel from different agencies or disciplines will be needed, a COML or COML(t) should be requested by the event or exercise planner or planning team to coordinate and document communications for the event.

The event or exercise planner or planning team may utilize COML(t) or COML personnel from an agency that is participating in the event/exercise. It is recommended that the lead agency COML be utilized and work in conjunction with other agency COML’s as appropriate and necessary.

If the event or exercise COML is a COML(t), the communications plan should be reviewed by a COML.

If the event or exercise planner does not have access to a COML, they will contact the MESB Radio Coordinator, who will utilize CRTF resources to assist.

6. Management:
The system managers, administrators and users will be responsible to see that this policy is implemented as defined. Identified issues and concerns will be brought to the Interoperability Subcommittee meetings for resolution.

The Metro Region Communications Response Taskforce (CRTF) Steering Workgroup will review all metro region ICS205 documents for adherence to both state and metro standards, policies and best practice, and provide feedback to the COML that created or approved the document. This review and feedback is to be done after the fact and is not considered an approval, rather, it is a mechanism to ensure shared resources and regional communications operations are used and impacted appropriately, applied uniformly, and issues can be addressed in a timely and efficient manner to mitigate problems.

The CRTF Steering Workgroup will create a report of its reviews and will submit it to the Interoperability Subcommittee.
RECOMMENDATION
The Radio TOC and the Executive Committee recommend approval by the full Board of the Metro Transit request to upgrade its current consoles and add three consoles.

BACKGROUND
In 2012, the Statewide Radio Board approved a plan to upgrade the ARMER system to release 7.15 in 2016. This upgrade would require all existing Gold Elite consoles, which most metro area PSAPs operated, to be upgraded to MCC 7500 IP-based consoles. This plan was endorsed by the MESB Executive Committee at its October 2012 meeting.

ISSUES & CONCERNS
Metro Transit is requesting to upgrade its current eleven Gold Elite consoles to meet this requirement. Metro Transit would also like to add an additional three consoles at its Transit Control Center; this will bring Metro Transit to 14 consoles. They will use 14 ports on two Conventional Channel Gateways (CCGWs) and turn back 600 IDs during the upgrade.

The console upgrade will also require a change in how Metro Transit logs its talkgroups; due to this they plan on adding an AIS server and firewall to the system.

FINANCIAL IMPACT
None to the MESB.

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MOTION:
September 4, 2014

Jill Rohret  
Regional Radio Services Coordinator  
Metropolitan Emergency Services Board  
2099 University Avenue West  
St. Paul, MN 55104

Dear Ms Rohret,

Metro Transit is respectfully requesting a change to our Participation Plan. We are planning on upgrading the eleven Gold Elite consoles at our Transit Control Center (TCC) to the MCC 7500 console system. In addition to this upgrade, we are planning on adding three MCC 7500 consoles to the TCC for a total of fourteen consoles.

Metro Transit will be returning 600 ID’s from the Gold Elite consoles that are removed from service.

In addition to the fourteen MCC 7500 consoles, Metro Transit is planning on adding an AIS server and firewall to the TCC site for logging purposes.

This upgrade/addition will utilize fourteen ports on two Conventional Channel Gateways (CCGWs).

Sincerely,

Chad LeVasseur  
Manager of Communications  
Metro Transit
RECOMMENDATION
The Radio TOC and the Executive Committee recommend approval by the full Board of the Minnetonka and St. Louis Park request to have diverse console connection routes.

BACKGROUND
Both the City of Minnetonka and the City of St. Louis Park operate PSAPs with Gold Elite consoles which connect to the Zone 2 master site in Golden Valley. Currently each PSAP connects to the master site via a single route.

Due to the SECB plan to proceed with the 7.15 ARMER upgrade in 2016, each PSAP which operates Gold Elite consoles will have to upgrade them to the IP-based MCC 7500 consoles.

ISSUES & CONCERNS
Minnetonka and St. Louis Park would like to plan for redundant connects to the Zone 2 master site when they upgrade their consoles in 2015. Each PSAP would have a primary connection, which would be the redundant connection for the other PSAP. These diverse connections would increase master site connection resiliency by interconnecting the Minnetonka and St. Louis Park console back haul transport systems.

FINANCIAL IMPACT
None to the MESB.
Jill: I would like to get the item described below on the next MESB Radio TOC agenda for consideration.

Background

Minnetonka and St. Louis Park each today operate Gold Elite radio consoles in their respective PSAPs. In 2015 both communities plan to replace their consoles with the MCC 7500 model. Today each PSAP has a discrete, single route for console connectivity into the Zone 2 master site in Golden Valley. Minnetonka’s consoles are connected via a hybrid fiber/microwave route and St. Louis Park’s consoles are connected via dedicated fiber from their PSAP to Golden Valley. A one-line block diagram showing existing connectivity is depicted in Figure 1.
Figure 2 depicts the proposed configuration for which TOC approval is requested. This configuration consumes the same number of Zone ports (two per PSAP) as other primary dispatch centers operating MCC 7500 consoles within the ARMER system. The intent of the project is to increase Zone Controller connection resiliency by interconnecting the Minnetonka and St. Louis Park console back haul transport systems together as depicted.

Thank you for your consideration. Steve Pott will be presenting this topic on my behalf at the September radio TOC meeting.
RECOMMENDATION
Staff and the MESB Executive Director recommend Board acceptance of the State of Minnesota Grant for the continuation of 3 ECHO regional training. The grant period is January 2nd through December 31, 2015. This grant of $220,000.00 is administered by the MN Homeland Security and Emergency Management (HSEM).

BACKGROUND
In 2009, the MESB-Metro Region EMS System was awarded Federal Metropolitan Medical Response System (MMRS) funds to develop a regional post-blast response plan. Early in the planning process, a larger multi-discipline active shooter response gap was uncovered. The planning team noted similarities to both active shooter and post-blast response strategies and incorporated them in to what now is 3-ECHO Hostile Event training and response plan. Since 2009, the MESB-Metro Region EMS System has been awarded additional funding from various sources to continue 3-ECHO development and training. During the last five (5) years, the MESB-Metro Region EMS System and the 3-ECHO cadre of instructors have successfully trained over 3,500 first responders to use this unique response strategy. The Minnesota Department of Public Safety and HSEM have stated they are committed to continue funding 3-ECHO training and have stated that this program is looked upon by them and other states as a “best practice” response strategy.

ISSUES & CONCERNS
None.

FINANCIAL IMPACT
This grant provides funding for a minimum of six (6), twelve (12) hour 3 ECHO trainings and three (3) 10 hour Train-the-Trainer classes
2014 MASS CARE/MASS CASUALTIES AWARD NOTIFICATION

October 3, 2014

Dear Ron,

I am pleased to inform you that MESB has been awarded a Mass Care/Mass Casualties grant for 3ECHO training in the amount of $220,000. The grant performance period will be January 1, 2015 through December 31, 2015.

All purchases and expenditures must be used for the intended projects identified below. As the fiscal agent, MESB is responsible for the tracking of the distribution of all equipment and funding to other jurisdictions. Your grant award is specific to projects and activities identified in the investment justifications and cannot be re-allocated to other activities without prior state approval.

The chart below identifies the project(s) that is/are being funded and how the funding has been allocated within each project:

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<tr>
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<td>M&amp;A</td>
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<td>TOTAL</td>
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**E-Grants is not currently open for application.** Additional information regarding dates as to when E-Grants will be open to make application will be forthcoming. At that time, once your application has been submitted in E-Grants and approved, a grant agreement will be executed between HSEM and MESB, the fiscal agent. The fiscal agent contact you listed on your application is Ron Robinson. If this contact has changed, please let us know.

Please direct any inquiries to the Homeland Security Program Manager, Jill Hughes at Jill.Hughes@state.mn.us.

Sincerely,

Kris Eide
RECOMMENDATION
Staff, the 9-1-1 TOC, and the Executive Committee recommend the full Board support the Resolution for a Statewide PSAP Approach to the Implementation of a Text to 9-1-1 Solution. The suggestions of the Executive Committee were incorporated into the Resolution.

BACKGROUND
In March, 2013, the Board approved a resolution prepared by the 9-1-1 Technical Operations Committee in support of implementing a coordinated, uniform Text to 9-1-1 solution for the metro area PSAPs. Since that time additional work has taken place at the national level between the FCC, the major wireless carriers, and the major public safety communications professional organizations toward the implementation of an interim Text to 9-1-1 solution that will provide a limited level of service until Next Generation 9-1-1 is implemented nationwide by telecommunications service providers and public safety. The major wireless carriers are split between utilizing two different text control center vendors at this time. The SECB 9-1-1 Advisory Committee took the MESB Text to 9-1-1 resolution, updated it to apply statewide, and asked the regional committee representatives to ask for support from their respective regions for a coordinated, uniform Text to 9-1-1 solution on a statewide basis.

ISSUES & CONCERNS
At this time the PSAPs would have to connect to both of the text control centers in order to support all of the wireless carriers. This would require two separate network connections to the 9-1-1 system, and potentially two separate call taker interfaces at each workstation for receiving and responding to text messages at the PSAPs. The adoption of a statewide resolution for a coordinated, uniform Text to 9-1-1 solution will provide leverage in negotiations with the carriers and their respective text control centers to implement interoperability between the text control centers. This would allow the 9-1-1 system to connect to one text control center and utilize a single call taker text interface at each PSAP workstation; and still support all of the wireless carriers.

FINANCIAL IMPACT
(none)
WHEREAS the Department of Public Safety Division of Emergency Communication Networks (DECN) was created to facilitate the planning and coordinate the delivery of emergency communications services (E9-1-1) and emerging services such as next generation (NG)9-1-1 including text, video, and photographs to 9-1-1 for the State of Minnesota; and,

WHEREAS there are 104 Public Safety Answering Points (PSAP) that provide a coordinated 9-1-1 service to the citizens of Minnesota and,

WHEREAS the DECN staff has been evaluating and planning NG9-1-1 network strategies in cooperation with MESB and the NG911 Advisory Committee under the Statewide Emergency Communications Board on behalf of the entire state of MN; and,

WHEREAS the Minnesota DECN and MESB staffs and the NG 911 Advisory Committee have mutually agreed that a requisite for a comprehensive and coordinated strategy for the NG9-1-1 network implementation is that it should be based on public safety industry standards developed by the National Emergency Number Association (NENA) as well as the Alliance for Telecommunication Industry Solutions (ATIS); and,

WHEREAS Text to 9-1-1 will provide citizens with enhanced access to emergency communications in situations where a voice call could endanger the caller, or a person who is deaf or hard of hearing is unable to make a voice call; and,

WHEREAS the NENA standards for NG Text to 9-1-1 are complete; and,

WHEREAS on December 6, 2012, the Federal Communications Commission (FCC) chairman announced plans to accelerate the availability of an interim Text-to-9-1-1 solution, with major deployments expected in 2013 and a commitment to nationwide availability by May 15, 2014; and,

WHEREAS the FCC’s plan does not lay out a comprehensive and coordinated strategy for the implementation of NG Text to 9-1-1; and,

WHEREAS the FCC’s plan may allow for incremental and interim Text to 9-1-1 implementations,

WHEREAS a non-comprehensive and uncoordinated interim Text to 9-1-1 plan would cause confusion not only to the citizens of the state of MN, but to PSAPs as well; and,

WHEREAS implementation of a uncoordinated Text to 9-1-1 plan may impair the delivery of effective, responsive public safety services; and,
NOW THEREFORE BE IT RESOLVED that the NG 911 Advisory Committee under the Statewide Emergency Communications Board strongly recommends that individual or groups of Minnesota PSAPs pursue a coordinated procurement or implementation of a standards-based Text to 9-1-1 solution through the organized efforts of the entire State of Minnesota PSAP contingent in conjunction with the DECN.
RECOMMENDATION

The Executive Director, Staff, and Executive Committee recommend contracting with Margaret Vesel and Larkin Hoffman to allow Margaret to continue as the lead MESB lobbyist.

BACKGROUND

Our previous lobbying contract was with Margaret Vesel and David Johnson through Best and Flanagan. That firm has shut down its Government Relations function.

David Johnson has moved to Faegre, Baker, Daniels, LLP. Margaret has moved to Larkin Hoffman. Our recommendation is to continue with Margaret Vesel as our lead MESB lobbyist.

Margaret has successfully worked with MESB staff, legislators and the executive branch on MESB related issues. She has been the face of the MESB at the Capitol, has a good working relationship with the State Department of Emergency Communication Networks (DECN), and is currently coordinating the “Core of Four” project on the MESB’s behalf at the Capitol. Her ‘pre’, ‘during’ and ‘post’ session reports on progress have been well received by the Board.

ISSUES & CONCERNS

Any issues and concerns are related to changing our lead lobbyist, and the time required for a new person to become as effective as Margaret (assuming they would achieve that level of effectiveness). The MESB continuity session to session would be adversely impacted.

FINANCIAL IMPACT

The contract is within the Board approved 2015 budgeted amount for lobbying.
AGREEMENT FOR LOBBYING SERVICES

THIS AGREEMENT is made and entered into between the Metropolitan Emergency Services Board (“MESB”), established by a Joint Powers Agreement between Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, and Washington Counties and the City of Minneapolis, and located at 2099 West University Avenue, St. Paul, Minnesota 55104-3431, and Larkin, Hoffman, Daly & Lindgren Ltd., 1500 Wells Fargo Plaza, 7900 Xerxes Avenue South, Minneapolis, Minnesota 55431, hereinafter referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the MESB desires to have its interests represented before the Minnesota Legislature, state and metropolitan agencies and local units of government; and

WHEREAS, the Contractor has the necessary expertise to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. TERM

This Agreement shall commence on October 1, 2014 and terminate on September 30, 2015, unless earlier terminated as provided herein.

II. SERVICES

The Contractor shall provide services to MESB in the following areas:

- Lobby on behalf of MESB at State Legislature in accordance with roles/positions communicated by the Executive Director.
- Draft legislation.
- Solicit support of legislators and assist with bill introduction.
- Assist MESB staff to prepare and offer testimony as appropriate.
- Work with affiliate groups and key stakeholders to advance the mission of MESB.
- Report electronically weekly to MESB staff regarding relevant bill introductions.
- Report in-person to MESB Board and/or Executive Committee.
- Meet with the Executive Director and/or Executive Committee at end of legislative session to review session activity and plan for next year.
- Provide EMS lobbying services as agreed by the Contractor and Executive Director.

The Contractor’s primary contact at MESB will be the Executive Director. The Contractor shall also maintain contact as appropriate with other MESB staff, including the Radio System Coordinator and the Director of 911 Services.
The services herein will be provided personally by Margaret Vesel on behalf of the Contractor. Other attorneys employed by the Contractor may provide services under this Agreement with the consent of the Executive Director.

III. COMPENSATION AND PAYMENT

The MESB agrees to pay the Contractor for the services listed in Paragraph II Twenty-Six Thousand Dollars ($26,000), payable in twelve equal installments, with the first payment due within ten (10) business days of receipt of the first invoice.

The parties agree that EMS lobbying services provided by the Contractor will be limited, and the scope of such services will be agreed to by the Contractor and the Executive Director. If requested by the Executive Director, the Contractor will provide additional EMS lobbying services for additional compensation to be agreed upon by the parties but not to exceed Two Thousand Dollars ($2000). The Contractor shall invoice the MESB for such EMS related services when provided.

IV. BILLING

Upon completion of the services described in Paragraph II above each month, the Contractor shall submit to the MESB a summary statement of activities for that month.

V. RECORD KEEPING

Contractor shall keep complete records on the progress of all activities relating to its representation of the MESB, and any other records which may be requested by the MESB. All pertinent books, records, documents and accounting procedures and practices relevant to the contract shall be made available to the MESB upon request.

VI. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Contractor to the MESB is that of an independent contractor and not an employee or agent of the MESB.

VII. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the providing of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the MESB to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

VIII. SUBCONTRACTING AND ASSIGNMENTS

Contractor shall not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the MESB and subject to such conditions and provisions as the
MESB may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

IX. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

X. NONDISCRIMINATION

In accordance with MESB’s policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability or national origin.

XI. EARLY TERMINATION

This Agreement may be terminated by the MESB at any time, with or without cause, upon seven (7) days written notice delivered by mail or in person. Notice to Contractor shall be delivered to Contractor at the address written above. If notices are delivered by mail, they shall be effective two days after mailing. In the event of early termination, Contractor shall be paid only for those services provided prior to termination. The MESB acknowledges that Contractor will provide most of the services required herein during the first few months of the term of this Agreement, and that the equal monthly payments provided herein do not represent the level of services provided each month. Therefore, in the event of early termination, Contractor will be entitled to an equitable percentage of the full contract amount based on the services provided prior to termination.

XII. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the MESB and Contractor relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.
METROPOLITAN EMERGENCY SERVICES BOARD

By: __________________________
    Linda Higgins, Chair

Dated: ______________________

Approved as to form:

___________________________________________
Board Counsel

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.

By: __________________________

Dated: ______________________
Margaret Vesel

Margaret Vesel brings more than two decades of government, civic and political experience to Larkin Hoffman’s government relations team. In her role as government relations director, Margaret develops and implements successful government affairs solutions for her clients. She is a registered lobbyist who establishes strategy, drafts legislation, communicates clients’ positions to key decision makers, prepares testimony and monitors legislative proceedings.

Margaret represents clients in a broad range of issues including education, health care, public safety, capital investments, agriculture, regulated industries, transportation, tax, environmental, economic development, licensing, procurement and other critical issues which affect organizations across the state. Margaret also has experience in grassroots and grassroots organizing, coalition building, association management and issue management.

Before joining Larkin Hoffman, Margaret worked in a similar role at another Twin Cities law firm. Prior to that, she served as a senior policy advisor to Governor Tim Pawlenty for nearly four years covering issues such as education, military and veterans affairs, capital investment and the criminal justice system. Before working at the governor’s office, Margaret worked within the Pawlenty Administration as director of government relations for both the Minnesota Department of Public Safety and the Minnesota Department of Education.

In addition to Margaret’s work in the executive branch, Margaret worked for the Minnesota Business Partnership and the Minnesota Bankers Association, representing business interests at the Capitol. Margaret began her career in politics working at the Minnesota Legislature where she worked for the Minnesota House Republican Caucus as staff to the minority caucus leadership.
Peter J. Coyle

Peter J. Coyle is a shareholder of Larkin Hoffman and member of the government relations and administrative law, real estate and land use practice groups.

Peter’s practice focuses on representing private individuals and companies in their interactions with state and local government agencies and elected bodies. He represents private developers, builders and land owners seeking development entitlements before local units of government (townships, cities, counties), the Metropolitan Council and state agencies. His work encompasses comprehensive plan, zoning, subdivision and environmental approvals needed for a variety of commercial, residential, retail, institutional and government uses.

Peter also represents private and public clients, including trade associations, at the state legislature and before state agencies on license and permit matters. In this role, Peter advises clients who are either seeking legislative or regulatory relief or are defending against a government challenge to their business interests. He is the firm’s voting representative in the State Capital Group, an international association of law firms with state capitol commercial and government relations practices. He has been selected for inclusion in Minnesota Super Lawyers® since 2005, and was selected for inclusion in the 2007-2013 editions of The Best Lawyers in America® in the specialty of Real Estate & Land Use.

Peter received his B.A. degree, magna cum laude, from St. Cloud State University in 1979, majoring in Public Administration. He received his J.D., cum laude, from Hamline University School of Law in 1984. While at Hamline, Peter received an award for Best Advocate at the Jessup Regional Moot Court Competition and was the editor-in-chief of the Hamline Law Review.
William C. Griffith

William (“Bill”) Griffith is the firm president and a shareholder at Larkin Hoffman. He has previously served on the firm’s board of directors. He practices extensively in land use, zoning, real estate, environmental permitting, and municipal law. Bill counsels developers and property owners in all matters involving governmental approvals, state environmental review, special assessments, zoning amendments, conditional use permits, planned developments, accessibility issues, and state and local licensing.

Bill has served as counsel to Mall of America for over 20 years and also serves as city attorney for the City of Columbus. In this capacity, he provides advice regarding ordinance interpretation, licensing, municipal contracts, and public finance. Bill has also served as special counsel to a number of governmental clients on regulatory and development matters.

In addition to practicing law, Bill is an adjunct professor at the University of St. Thomas School of Law where he teaches land use law and has served as an instructor with the Annual Planning Institute sponsored by GTS, formerly Government Training Services, for local government officials. He has published articles in Urban Land, Minnesota Business, Star Tribune, Pioneer Press and the Minnesota Real Estate Journal, and speaks at seminars on land use, municipal and environmental law.

Bill received a B.A. degree from the University of Wisconsin - Eau Claire, and a J.D. degree from William Mitchell College of Law.
Peder A. Larson

Peder A. Larson specializes in advising clients on environmental, land use, energy and regulatory issues and chairs Larkin Hoffman’s Land Use, Real Estate Development and Government Relations Departments. He established his law practice in 1999 after six years at the Minnesota Pollution Control Agency, the last two and a half as commissioner. He specializes in representing clients in their interactions with government including the MPCA, Minnesota Department of Natural Resources, Minnesota Office of Energy Resources, Minnesota Department of Agriculture, Minnesota OSHA, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Department of Justice, the Minnesota Legislature, and local governments.

Peder completes environmental impact statements, environmental assessment worksheets and state and local permitting processes for clients in a wide range of industries including mining, materials processing, ethanol production, residential and institutional land development and waste management. He provides compliance advice and representation in enforcement matters and represents clients at the state legislature where he drafts and successfully manages the passage of laws to improve the statutory framework for his clients. He also represents clients in environmental matters in trial and appellate courts and provides expert testimony in litigation and legislative forums.

Peder advises and represents clients throughout the nation. He has served as regulatory counsel for a mercury waste management company, representing the company on environmental and health safety issues throughout the United States and as local regulatory counsel for a major national retailer. He completed a multi-year project for a major automobile manufacturer to reduce the cost and regulatory burdens related to handling hazardous waste at nearly every automobile assembly plant in Michigan.

While at the MPCA, Peder chaired the MPCA Citizens’ board, was a member of the Minnesota Environmental Quality board and was a member of the governor’s cabinet. He led a significant restructuring of the MPCA and was the leader of regulatory innovation efforts for the Environmental Council of the States.

Peder’s other government service includes appointment to the EPA National Advisory Committee on Environmental Policy and Technology and positions in the office of United States Senator Lamar Alexander.

Prior to his government service, Peder practiced law in Minneapolis for five years, focusing on general business law, taxation and government affairs. He graduated with honors in 1986 from William Mitchell College of Law, where he was an editor of the law review, and graduated from Concordia College in Moorhead, Minnesota in 1982.

Peder is active in state policy matters as a member of Minnesota of Commerce committees on environmental and energy policy and was a board member and board chair of the Environmental Initiative. He is active in his local community hockey association and is past president of Lutheran Church of the Good Shepherd in Minneapolis.
Robert (“Bob”) C. Long is an attorney with Larkin Hoffman’s Government Relations, Administrative Law, and Land Use and Real Estate Departments. Bob joined Larkin Hoffman after acting as president and CEO of his own business development and government relations consulting firm. Prior to forming his company, he was a partner at the Lockridge Grindal Nauen law firm in Minneapolis where he practiced in the areas of federal and state government relations, specializing in local government, energy, real estate and development issues.

Bob has many years of experience in the public and private sectors in legal, government and corporate settings. He was vice president of corporate services and development at NAI Welsh where he led the corporate real estate services group and worked on urban redevelopment projects. He has been a three term member of the St. Paul City Council, where he also served on the St. Paul Port Authority, HRA, and Civic Center Authority. Bob was a partner in the Kennedy & Graven law firm where he served as city attorney and special counsel for numerous cities, EDAs, HRAs, and Port Authorities around the state on economic development and public finance matters, and a special assistant attorney general in the Office of the Minnesota Attorney General. He was a law clerk in both the civil and criminal divisions of the Hennepin County Attorney’s Office and a staff aide to former St. Paul Mayor George Latimer, and a co-founder and executive director of the Minnesota Justice Foundation.

Bob received his B.A. in Political Science from Macalester College, *summa cum laude*, in 1981 and his J.D. from the University of Minnesota, *cum laude*, in 1985. He is a past president of the League of Minnesota Cities and Association of Metropolitan Municipalities and has served on the Board of Directors of Gillette Children’s Hospital, St. Paul Youth Services, Hope for the City Foundation, and Eureka Recycling.
Gerald L. Seck

Gerald “Jerry” Seck is a shareholder and member of the Government Relations practice group at Larkin Hoffman. He has been an active lobbyist at the Minnesota Legislature since 1971. Jerry lobbies for a variety of clients and issues, including governmental units and private concerns.

Prior to joining Larkin Hoffman, Jerry served as a public defender in the Ninth Judicial District (Bemidji area) and was a law clerk for Justice James C. Otis on the Minnesota Supreme Court. Jerry’s experience also includes legal director of the Minnesota Public Interest Research Group, executive director of the Leech Lake Indian Reservation Legal Services Project and director of the Truk Office of Micronesian Legal Services.

Currently, Jerry works with Vinland National Center, a non-profit rehabilitation center for the mentally and physically handicapped. He was also recognized by the U.S. Environmental Protection Agency (EPA) for his environmental work (Environmental Quality Award, 1975).

Direct: 952-896-3205
Fax: 952-896-3333
jseck@larkinhoffman.com

Areas of Law
- Governmental Relations
- Administrative Law
- Environmental Law
- Government Agencies & Programs

Bar Admissions
- Minnesota, 1970
- U.S. Supreme Court, 1976

Education
- University of Minnesota Law School
  Minneapolis, MN; 1969
  J.D.

- University of Minnesota
  Minneapolis, MN; 1966
  B.A.
Government Relations and Administrative Law

Lawyers in the government relations practice group work with the legislative and executive branches of government at the federal, state and local level.

In the broadest definition, lawyers in the government relations practice group address client problems at any level of government. Members of the group serve as legislative and regulatory counsel to a number of Minnesota and national corporations and business and trade associations.

Representing Clients to Government

Typical areas of activity for the group’s lawyers include:

• Drafting legislation to solve clients’ problems under existing state or federal law
• Helping clients organize and direct their legislative programs
• Appearing before legislative committees
• Representing clients accused of violating state agency rules
• Practicing before the Office of Administrative Hearings on proposed administrative rules and agency enforcement actions
• Working with the Metropolitan Council on matters requiring their approval
• Appearing before local planning commissions, city councils and county boards in connection with real estate development projects and environmental compliance issues
• Researching the bid specification requirements and helping with bids and contracts with governmental agencies

Experience

Whether representing a developer before a city council; an individual, corporation or trade association before the legislature or state agencies; or a multinational corporation before the U.S. Congress or federal agencies, attorneys in the government relations group offer clients the political and professional experience to solve their problems.
Our Firm

Larkin Hoffman is one of the largest full-service business law firms in Minnesota with over 20 areas of practice and 71 attorneys. Clients rely on our experience and business acumen to guide their decision making and our ability to enforce their rights when necessary. When it comes to business, we are as comfortable in any court as we are in the boardroom.

Our founders set out to form a different kind of firm with a focus on providing truly responsive service to our clients. They created four guiding principles that have defined our culture for the past five decades.

• Provide excellent client service
• Create fee structures that our clients find reasonable and appropriate for their businesses
• Encourage creative thinking among attorneys working in a collaborative environment
• Give back to our community

Larkin Hoffman has changed a good deal since the firm was founded in 1958, but we have never wavered from our commitment to these principles. They have allowed us to embrace change more readily in technology, diversity, sustainability and other areas that are vital to our long-term growth. As we develop our practices long into the future, we will stay true to these principles.

Board of Directors
Joseph J. Fittante, Jr.
Daniel T. Kadlec
Tamara O’Neill Moreland
Thomas J. Oppold
Paul B. Plunkett
James M. Susag

General Counsel/Secretary
Jon S. Swierzewski

Chief Financial Officer
Daniel T. Kadlec

Chief Operating Officer
Richard A. Knutson
Larkin Hoffman Service Areas

Corporate
- Banking and Finance
- Bankruptcy
- International
- Mergers and Acquisitions
- Securities

Education

Employment, Labor and Benefits

Family Law

Franchise and Distribution

Government Relations and Administrative Law
- Administrative Law
- Business and Nonprofits
- Energy
- Health Care
- Land Development

Health Care

Intellectual Property, Technology and Internet
- Copyright Procurement
- Internet and E-Commerce
- Litigation
- Patent Litigation
- Patent Procurement
- Technology Transfer and Licensing
- Trademark Procurement

Litigation
- Bankruptcy
- Commercial
- Employment
- Franchise and Distribution
- Intellectual Property
- Product Liability
- Real Estate

Nonprofit and Tax-Exempt Organizations

Real Estate, Land Use and Natural Resources
- Construction Law
- Environmental Regulation
- Eminent Domain and Inverse Condemnation
- Land Use
- Litigation
- Property Tax Appeals
- Renewable Energy and PACE Financing
- Transactions

Tax, Trusts and Estates
RECOMMENDATION

The Executive Director recommends renewing the lease for MESB office space and storage with the Metro Mosquito Control District.

BACKGROUND

The Metro Mosquito Control District manages the building at 2099 University Avenue West. The MESB rents space for offices, meeting rooms, and storage area for staff and equipment owned or managed by the MESB. The increase in rent for 2015 is $155 per month, and reflects a fair share percentage of the increased utilities cost for the building and is based on the MESB footprint within the building. The increase is 8.4%, and the adjusted monthly rent is $1,995.

ISSUES & CONCERNS

None

FINANCIAL IMPACT

The MESB 2015 Board approved budget line item for rent included an anticipated increase, and does not need to be increased.
LEASE

This lease, entered into as of the first day of January, 2015, between Metropolitan Mosquito Control Commission; a government corporation (hereinafter called "Lessor") having an address of 2099 University Avenue West, St. Paul, Minnesota 55104-3431 and the Metropolitan Emergency Services Board, a Minnesota joint powers organization (hereinafter called "Lessee").

1. DEMISE: Lessor leases to Lessee and Lessee hires from Lessor the following: the office space described in the attached document marked as Exhibit "A" and made a part hereof (the "Office Space"), located at 2099 University Avenue West, St. Paul, Minnesota. In addition, Lessee shall have the right, in common with Lessor and those lawfully claiming under Lessor, to use the driveways, sidewalks, parking areas, entryways, staircases, elevators, lavatories, and other common facilities on the Land and the Building (the "Common Areas").

2. TERM: To have and hold said Office Space together with all rights, easements, privileges and appurtenances thereunto belonging (all of which are hereinafter collectively referred to as the "Premises") unto Lessee for a term commencing January 1, 2015, the date that the Lessee takes possession of the Premises (the "Commencement Date") and ending on the last day of December 2016.

3. OPTION TO RENEW: It is agreed that Lessee is granted the option to renew this lease under the same terms and conditions, or modified terms and conditions as the Lessee and Lessor may mutually agree to, for additional periods agreed to.

To exercise said option Lessee must notify Lessor in writing no later than thirty (30) days before the expiration of this lease.

4. USE OF PREMISES: The Premises shall be used and occupied by Lessee for general office and for public meetings. Lessee shall be entitled to use the Board room in the Building and shall have priority over non-tenants for scheduling use of the Board room. The Board room (room 205) would be used when an event occurred that interrupted or overwhelmed regional response capabilities as described in a Memorandum of Agreement between the Lessor and Lessee (Exhibit “A”).

5. RENT: Lessee covenants to pay Lessor, without demand, rent for the Premises in monthly payments of: $1,995.00, for the period from January 1, 2015 through December 31, 2016. Included is use of the Lessor’s telephone system, however, hardware (phones, equipment and lines used by Lessee) will be owned, replaced and/or repaired by Lessee. Finally, Lessee and Lessor agree that they may, from time to time, share resources for their mutual benefit, and that any charges that they agree to for any items shared will not be part of this lease, but may be added to or subtracted from lease invoices for purposes of simplified payment.

6. BUILDING SERVICES: Lessor shall furnish Lessee the following services:

A. Maintenance, repair, cleaning/custodial/janitorial services including trash removal and snow and ice removal for Building and Land, including, but not limited to, the Common Areas and the Premises;
B. Heat and air conditioning service throughout the year for the Building and the Premises to the extent required to maintain comfortable interior temperatures, proper humidity and ventilation;
C. Public toilet facilities on each floor of the Building;
D. Gas, electricity and water (in the event gas, electricity or water rates are increased during the terms of this lease or its renewal, Lessee agrees to pay its proportionate share of any increase).

Lessor shall make such repairs or replacements to Building utility distribution lines and other facilities as may be required to restore any such service interrupted or suspended. In the event of an interruption or suspension of, or fluctuation in, any Lessor provided building service which continues for a period of five (5) or more consecutive days of Lessee's normal business operation and which, in the opinion of Lessee deprives Lessee of beneficial occupancy of the Premises, Lessee shall have the right to provide such substitute service at the sole cost, risk, and liability of Lessor, but such cost, risk, and liability not to exceed the rents payable for the applicable period, and deduct the actual cost thereof from the next payment(s) of rent.

7. LOSS OR DAMAGE TO PROPERTY: All personal property belonging to Lessee or any other person located in or about the Premises or the Building shall be there at the sole risk of Lessee or such other person, and neither Lessor nor Lessor's agents or employees shall be liable for the theft or misappropriation thereof, or for any damage or injury thereto, or for the death or injury of Lessee or any other persons or damage to property
caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, explosions, sewers or sewage, gas, 
odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all 
kinds, or by any act or neglect of other tenants or occupants of the Building, or of any other person, or caused in 
any other manner whatsoever, unless the same shall proximately result from the negligence of Lessor or 
Lessor's agents or employees or from failure of Lessor to perform its obligations hereunder.

8. HOLDING OVER: Should Lessee remain in possession of the Premises after the expiration of the term of 
this lease as the same may have been extended, then, unless a new agreement in writing shall have been entered 
into between the parties hereto, Lessee shall be a tenant from month to month. Lessee shall be required to give a 
sixty (60) day notice before vacating the Premises. Such tenancy shall otherwise be subject to all of the 
covenants and agreements of this lease, at a monthly rental equal to the last monthly installment of rent payable 
hereunder.

9. ASSIGNMENT AND SUBLETTING: Lessee shall not assign, mortgage, hypothecate or convey this lease or 
any interest therein, or sublet the Premises or any part thereof, without in each case the prior written consent of 
Lessor which shall not be unreasonably withheld or delayed. Lessor hereby consents to the transfer of Lessee's 
interests hereunder to a successor organization; provided, however, that such transferee shall assume the duties 
and obligations of Lessee hereunder, and provided, further, that Lessee shall not be relieved of liability 
therefore.

10. SURRENDER: At the expiration of the term hereof, Lessee shall quit and surrender the Premises, together 
with all installations, improvements, and alterations (including partitions) which may have been installed by 
Lessor or Lessee (except Lessee's property as provided for in Paragraph 12 below), broom clean and in as good 
condition as when possession was accepted by Lessee; reasonable use, wear and tear, loss or damage by fire, the 
elements or other casualty and taking by eminent domain of said, only excepted. If Lessee fails to remove 
Lessee's equipment which it has a right to remove from the Premises within thirty (30) days of the date Lessee 
is required to surrender the Premises, Lessee shall be conclusively presumed to have abandoned the same, and 
ownership thereof shall forthwith vest in Lessor without payment or credit to Lessee. If Lessee fails to remove 
said equipment at the expiration of the term hereof, Lessee shall be responsible for payment of rent on a per 
diem basis for so long as said equipment remains on the Premises, for up to thirty (30) days.

11. USE OF PREMISES BY LESSEE: Subject to the obligations of Lessor set forth in Paragraph 6 above, 
Lessee shall take good care of the Premises and the fixtures and improvements therein and will not sell or store 
therein any spirituous, malt or vinous liquors, or any narcotic drugs; will not make or permit any use of the 
Premises which is forbidden by ordinance, statute or government regulation or which may increase the premium 
cost of, or invalidate, any policy of insurance carried on the Building or covering its operation, and will comply 
with the Rules and Regulations, if any, appearing at the end of this lease, which Rules and Regulations are made 
a part hereof by reference. Lessee shall give prompt notice to Lessor in case of fire or accident in the Premises 
or of any defects, damage or injury therein or any fixtures or equipment.

12. LESSEE'S PROPERTY: Lessee shall have the right to place in the Premises at such locations therein as 
Lessee may from time to time determine, Lessee's furniture, trade fixtures and business office machines 
and equipment. Such personal property shall be and remain the property of Lessee, and may be removed, replaced 
or supplemented by Lessee, at any time during the lease term, upon its expiration or upon its earlier termination 
in any manner; Lessee, however, agreeing to repair at Lessee's expense any damage to the Premises and the 
Building caused by such placement or removal.

13. UNTENANTABILITY: If the Premises shall be partially damaged by fire or other casualty, acts of God or 
other cause, and such damage can reasonably be repaired within sixty (60) days after such damage occurs, then 
this lease shall remain in full force and effect and the damage to the Premises shall be promptly repaired by the 
Lessor within such period. Rent shall be abated until such repairs are completed and full possession of the 
Premises is restored to Lessee on a per diem basis proportionate to the extent and for the period that the 
Premises are unfit for occupancy. Provided Lessor commences promptly and proceeds diligently with such 
repair, Lessor shall incur no liability on account of any delay in the completion of such repairs which may arise 
by reason of labor difficulties or any other cause beyond Lessor's control. If the Premises or the Building are 
made unfit for occupancy by fire or other casualty, acts of God or other cause, to the extent to which such 
cannot reasonably be repaired within sixty (60) days after such casualty, Lessor and Lessee shall each have the 
right to elect to terminate this lease as of the date when the Premises or the Building are so made unfit for 
occupancy, by written notice to the other within fifteen (15) days after that date. If this lease is not so 
terminated, Lessor shall repair, restore, or rehabilitate the Premises and the Building at Lessor's expense within 
ninety (90) days after the damage, and rent shall be abated on a per diem basis proportionate to the extent and 
for the period that the Premises or the Building are unfit for occupancy. In the event Lessor shall not 
substantially complete the work within said 90-day period, Lessee shall again have the right to elect to terminate 
this lease, as of the date of such damage, by written notice to Lessor not later than ten (10) days after the
4. EMINENT DOMAIN: If the whole or any part of the Premises, the Building or the Land shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings (a "Taking"), and, in the opinion of Lessee, such Taking makes it impractical for Lessee to continue to occupy the Premises, then Lessee shall have the right and option to terminate this lease by giving written notice to Lessor within sixty (60) days next following notice for such Taking, in which event this lease and the estate hereby created shall terminate and wholly expire on the earlier of the date legal title shall vest in the appropriator, or, condemnor or the date following Lessee's notice of termination on which Lessee surrenders possession of the Premises, and all rent shall be prorated and adjusted as of said date. In no event shall Lessee have any claim against Lessor by reason of any Taking; provided, however, that Lessee hereby reserves the right to any award or compensation separately recoverable for loss of business, moving, and relocation expenses or otherwise.

5. DEFAULT: If the rent or any part thereof shall at any time be in arrears and unpaid, and shall so remain for twenty (20) days following written notice by Lessor to Lessee, or if Lessee shall fail to keep and perform any of the other covenants, agreements or conditions of this lease on its part to be performed within thirty (30) days following written notice of such default, except that Lessee shall not be in default hereunder if such performance shall require more than thirty (30) days to complete and Lessee undertakes such performance within such period and proceeds with completion of such performance or if Lessee shall abandon or vacate the Premises during the term hereof, or if the interest of Lessee in the Premises shall be sold under execution or other legal process; then, in any such event, Lessor may enter in and upon the Premises and again have and repossess and enjoy the same as if this lease had not been made, and thereupon this lease and every obligation herein contained on the part of Lessee to be kept and performed shall cease, terminate and be utterly void; without prejudice, however, to the right of Lessor to recover from Lessee or its successors or assigns all rent due up to the time of such entry. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment or otherwise, after any default by Lessee, shall be equivalent in every respect to actual entry by the Lessor. In case of any such default by Lessee and entry by Lessor, Lessor shall use best efforts to relet the Premises for the remainder of said term for the highest rent obtainable and may recover from Lessee any deficiency between the amount so obtained and the amount of rent hereinbefore reserved.

6. QUIET ENJOYMENT: Lessor and heirs, personal representatives, successors and assigns do hereby warrant that it/he/she/they have good and marketable fee simple title to the Land and Building and have the lawful authority to make this lease, and shall defend the Lessee in the quiet enjoyment and peaceable possession of the Premises during the term of this lease and any extension thereof against the claims of all persons whatsoever.

7. SIGNS: Lessor, at its expense, shall provide a sign in the parking lot and a sign at the front entrance of the Premises identifying the Building as the offices of the Metropolitan Emergency Services Board. Lessor, at its expense, shall install signs on the doors or walls outside of any rooms which are included in the Premises, identifying the Premises as the offices of the Metropolitan Emergency Services Board. Lessee may place meeting notices on the bulletin board in the lobby area of the Building. Lessee may also place temporary signs near the Board room on those days the Board room is used by Lessee.

8. LEASEHOLD IMPROVEMENTS: Lessor shall re-carpet room 228 within eighteen (18) months of the Commencement Date of this lease.

9. LIABILITY: Lessor and Lessee agree that each 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. The liability of each shall be governed by the provisions of Minnesota Statutes Chapter 466.

10. WAIVER OF SUBROGATION: Lessor and Lessee each hereby release the other and their respective agents and employees; from any claim for damage or destruction to the Premises, the Building or the contents thereof belonging to either, or for business interruption of either, caused by fire or other peril usually covered by fire, extended coverage vandalism and malicious mischief insurance in the amount of the full replacement cost thereof, whether or not such insurance is maintained and in effect, and whether or not any proceeds of insurance are recoverable thereon, whether the loss shall be due to the negligence of either of them or otherwise. It is further agreed that this release or consent thereto shall be included (to the extent same is permitted by the chosen carrier and/or is legally effective) in any insurance coverage carried by either party on the Premises, the Building or property situated therein so that this release shall be binding upon the respective companies carrying such insurance on the Premises, the Building or the contents thereof.
21. INDEPENDENT CONTRACTOR: It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of a joint venture or partnership between the parties hereto or as constituting the Lessor as the agent, representative or employee of the Lessee for any purpose or in any manner whatsoever. Lessor is to be and shall remain an independent contractor under this Agreement.

22. RECORDING: If either of the parties hereto desire to record this lease, Lessor and Lessee agree to execute a Memorandum of this lease, which Memorandum of Lease may then be recorded in the Office of the County Recorder of the county in which the Land and Building are located, at the expense of the party desiring recordation.

23. PARAGRAPH HEADINGS: The paragraph headings appearing in this lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope and intent of this lease, or any paragraph hereof, nor in any way affect it.

24. NOTICES: All notices which may be necessary or proper for either party to serve upon the other shall be effectively served if sent by certified mail, return receipt requested, to the parties hereto at the address set forth in the caption of this lease or at such other address of which one party may so notify in writing the other from time to time.

25. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by said parties or their respective successors or assigns in interest.

IN WITNESS WHEREOF, Lessee and Lessor have executed triplicate counterparts of this lease on the day, month and year first above shown.

Lessor: METROPOLITAN MOSQUITO CONTROL DISTRICT
Lessee: METROPOLITAN EMERGENCY SERVICES BOARD

By: ____________________________ By: ____________________________
Chair Chair

________________________________
Business Administrator

Date: ________________ Date: ________________
Approved as to form: Approved as to form:

______________________________
MMCC Counsel

Date: ________________

______________________________
MESB Counsel

Date: ________________
EXHIBIT "A"

Four (4) offices, #'s 222, 223, 224 & 225. 864 sq. ft.
Rm 227 conference room 334 sq. ft.
Rm 228 break/work room 140 sq. ft.
Rm 229 198 sq. ft.
Admin Asst. area 144 sq. ft.
Rm 221 200 sq. ft.
Rm 220 153 sq. ft.
Two (2) Cubicle (48sq. ft. each) 98 sq. ft.
Kay Simons 120 sq. ft.
Rm 117 Garage Storage 254*.5 127 sq. ft.
Rm 119 Garage Storage 265*.5 132.5 sq. ft.
Pallet shelving 135*.75*.5 50.625 sq. ft.
Garage space (storage for trailers) 630 sq. ft.
Total 3,191.125 sq. ft.
Memorandum of Agreement between the Metropolitan Mosquito Control District (MMCD) and the Metropolitan Emergency Services Board (MESB)

I. Basis of Agreement.

A. The Metropolitan Emergency Services Board (MESB) has proposed using the board room (205) at the Metro Counties Government Center as a Multi-Agency Coordination Center (MACC). This room would be used when an event occurred that interrupted or overwhelmed regional response capabilities. The MACC would be the location used to assemble top representatives from multiple agencies and disciplines to coordinate the sustained response to an event or incident.

Examples of when a MACC may be needed:

- When an emergency extends beyond two or more jurisdictions and exceeds the local agency or hospital capacities, such as a large or multiple tornados, floods, or terrorist attacks.
- When a national, state-wide, or region-wide emergency occurs, such as an influenza pandemic.
- When multiagency coordination is needed to facilitate policy coordination, such as the 2008 Republican National Convention where the EMS entity of the MESB assembled, staffed, and operated an EMS specific MACC and deployed strike teams from the Metropolitan Counties Government Center.

II. Board room upgrades.

A. The board room can seat up to 50 individuals in a classroom setting and with a number of upgrades could provide state-of-the-art interoperable communications including datal voice, radio access and video conferencing. The upgrades would be accomplished using Homeland Security and Emergency Management grant funds.

The proposed upgrades for the board room:

- SMART Board technology with HD projector
- HD projector for the existing big screen
- Technology podium and "Sympodium" technology for the SMART board
- Integrated sound/recording system
- Videoconferencing capability -interoperable with other systems in region; (portable -could be used in other conference rooms)
- Flat screen monitors for videoconferencing system;
- Additional 20-30 phone lines;
- Additional fiber optic data link; and
- Ancillary IT hardware/backup.

In addition, a backup power (automatically switched) station would be installed.

III. Guidelines for MACC use.

Website: www.mmcd.org
A. MMCD and MESB agree that the following guidelines shall apply in operating the board room as a MACC.

1. The Executive Directors of both MMCD and MESB after consultation with their respective board chairs must agree that an event or incident rises to the level of need to implement the board room to MACC status.

2. MMCD maintains ultimate control of who is authorized to enter its property at 2099 University Avenue West. MESB will provide MMCD a list of people who require access to the building and at what times for any particular event or incident. MMCD would also require those individuals to wear a badge or other visible identification. MMCD and MESB will work together to facilitate access to the building while maintaining a safe secure workplace for their employees and the public.

3. The MESB will be responsible for any maintenance or repair costs associated with operating the board room as a MACC.

4. If other meetings scheduled for the board room are impacted due to MACC status MMCD’s Administrative Secretary will contact the appropriate groups.

5. Any other expanded use of the board room would have to be mutually agreed upon by the governing boards of MMCD and MESB.

IV. Review of Memorandum of Agreement

A. This memorandum of agreement shall become effective as soon as it is signed by both parties and will remain in force until revised unless terminated by mutual consent or by either party after 30 days advance written notice to the other party.

B. This agreement may be modified at any time by mutual agreement. MMCD and MESB will review this agreement annually beginning December 1 and will be completed no later than January 31.