



METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA

March 12, 2025, 10:00 a.m.

1. **Call to Order** – Commissioner John P. Fahey, 2025 Board Chair
2. **Approval of Agenda** – Commissioner Fahey
3. **Consent Agenda** – Rohret (**page 3**)
 - A. Approval: February 12, 2025 Meeting Minutes
 - B. Correspondence
4. **Radio Items** – Tracey Fredrick, Radio Services Coordinator
 - A. Approval of Amendments to University of Minnesota ARMER Participation Plan (**page 23**)
 - B. Approval of Amendments to Metro ARMER Standard 3.14.0 – Use of Metro ME TACs (**page 33**)
5. **9-1-1 Items** – Jill Rohret, Executive Director
 - A. Approval of Joint Procurement with Other Regional ECBs for School Mapping Grant (**page 39**)
6. **EMS Items** – Greg Hayes, EMS Coordinator – None
7. **Administrative Items** – Jill Rohret, Executive Director
 - A. Approval of New Copier Lease with Metro Sales (**page 41**)
8. **Reports**
 - A. Legislative Report – Margaret Vesel/Matthew Bergeron
 - B. Statewide Emergency Communications Board (SECB) Reports:
 - 1) Finance – Rohret/Fredrick
 - 2) Legislative – Rohret/Anderson
 - 3) Steering – Fredrick/Rohret
 - 4) Other SECB Committees – Fredrick
 - 5) Board – Rohret/Atkins
 - C. DPS-ECN Update – Kent Wilkening, ECN
9. **Old Business** – None
10. **New Business** – None
11. **Adjourn**



METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA

March 12, 2025, 10:00 a.m.

Metropolitan Emergency Services Board Members

Anoka County

Commissioner Mike Gamache*
Commissioner Mandy Meisner

Carver County

Commissioner John P. Fahey* (2025 Chair)

Chisago County

Commissioner Rick Greene*

City of Minneapolis

Council Member Elliott Payne* (2025 Vice Chair)

Dakota County

Commissioner Joe Atkins*
Commissioner Bill Droste

Hennepin County

Commissioner Kevin Anderson
Commissioner Irene Fernando*

Isanti County

Commissioner Todd Christensen*

Ramsey County

Commissioner Garrison McMurtrey
Commissioner Kelly Miller* (2025 Treasurer)

Scott County

Commissioner Dave Beer
Commissioner Tom Wolf* (2025 Secretary)

Sherburne County

Commissioner Gregg Felber*

Washington County

Commissioner Michelle Clasen
Commissioner Fran Miron*

*Denotes Executive Committee member

METROPOLITAN EMERGENCY SERVICES BOARD

BOARD MEETING MINUTES

February 12, 2025

Commissioners Present:

Kevin Anderson, Hennepin County
 Joe Atkins, Dakota County
 Dave Beer, Scott County
 Todd Christensen, Isanti County
 Michelle Clasen, Washington County
 Bill Droste, Dakota County
 John P. Fahey, Carver County
 Gregg Felber, Sherburne County

Irene Fernando, Hennepin County
 Mike Gamache, Anoka County
 Richard Greene, Chisago County
 Mandy Meisner, Anoka County
 Kelly Miller, Ramsey County
 Fran Miron, Washington County
 Elliott Payne, City of Minneapolis
 Tom Wolf, Scott County

Staff Present: Tracey Fredrick; Greg Hayes; Kelli Jackson; Jacob Kallenbach; and Jill Rohret.

Others Present: Brittany McCormick, *Board Counsel*; Leah Palmer, *ECN*; Kathleen Murphy, *Ramsey County*; and Margaret Vesel, *Larkin Hoffman*.

1. Call to Order

The meeting was called to order at 10:04 a.m. by the 2024 MESB Treasurer, Commissioner Tom Wolf.

2. Oath of Office

The 2025 MESB Board members read and signed their Oaths of Office.

3. Approval of Agenda

Jill Rohret asked to amend the agenda to include the introduction of the new ECN Director, Leah Palmer as agenda item 7I.

Motion made by Commissioner Fran Miron, seconded by Commissioner Kevin Anderson to approve the agenda as amended. Motion carried.

4. Election of 2025 Officers and Executive Committee Designation

Motion made by Commissioner Dave Beer, seconded by Commissioner Bill Droste to approve the 2025 Officers and Executive Committee members. Motion carried.

5. Thank You to 2024 Chair

Rohret said she will present Commissioner Mai Chong Xiong, 2024 MESB Chair, a plaque in thanks for her service to the Board.

6. MESB Policy 17 – Conflict of Interest

Rohret reminded members of the MESB’s conflict of interest policy.

7. Consent Agenda

Motion made by Commissioner Tom Wolf, seconded by Commissioner Mike Gamache to approve the February 2025 MESB consent agenda. Motion carried.

Rohret introduced Leah Palmer, Director of ECN.

8. Radio Items

A. Discussion: SECB Request for Regional Input Regarding Grant Eligibility

METROPOLITAN EMERGENCY SERVICES BOARD

Tracey Fredrick said she seeks feedback for the Statewide Emergency Communications Board's (SECB) Finance Committee regarding how the SECB should determine eligible grantees for future grants. The first option is to keep the current practice of grants only being eligible to regional emergency communications/services boards, and having regions administer grants for all awarded projects in their regions. The second option allows any entity identified in enabling legislation to apply to the SECB-administered grants, with support from its regional emergency services/communications board. The second option allows a city or county to apply directly for a SECB grant. Discussion over grant processes is occurring because one region was deemed ineligible due to not having a fiscal agent.

Commissioner Mandy Meisner said that the second option would task counties with more work without having the necessary resources; she is hesitant to take on more as a county and recommends the first option.

Commissioner Gamache asked if the region deemed ineligible was discussing any plans to acquire one in the future; he supports the first option.

Fredrick responded that there is no plan in place for the region to acquire a fiscal agent.

Motion made by Commissioner Miron, seconded by Commissioner Gamache to provide feedback in support of the first option to keep the current grants practice. Motion carried.

B. Approval: Amendments to Dakota County ARMER Participation Plan

Fredrick said Dakota County seeks approval of amendments to its ARMER participation plan. Dakota County 911 updated its logger at the end of 2024 and awarded a contract to Northland, using Revcard logging equipment. The amendment proposes to interface the new logging equipment to the existing Motorola equipment and to remove the previous logging equipment. The new logging equipment has been approved at the state level.

Motion made by Commissioner Joe Atkins, seconded by Commissioner Droste to approve the Dakota County ARMER participation plan amendments. Motion carried.

C. Approval: Amendments to Washington County ARMER Participation Plan

Fredrick said Washington County seeks approval of amendments to its ARMER participation plan. Washington County proposes a transition from T1 circuits to Virtual Local Area Network (VLAN) for its Saint Paul Park and Citation tower sites. The new connection will assist the County when MnDOT completes its transition to ethernet backhaul amongst all ARMER sites, as T1 circuits must be retired for the transition to occur. MnDOT approves of the change.

Motion made by Commissioner Miron, seconded by Commissioner Michelle Clasen to approve the Washington County ARMER participation plan amendments. Motion carried.

9. 9-1-1 Items – None

10. EMS Items

A. Approval: Metro Region Representative to Minnesota Office of EMS Physician Advisory Council

Greg Hayes said the EMS Technical Operations Committee (TOC) recommends the Board appoint Dr. Aaron Burnett as the metro region representative to the Minnesota Office of EMS

METROPOLITAN EMERGENCY SERVICES BOARD

Physician Advisory Council. In 2024, the Minnesota State Legislature changed the governance and organization structure of the Emergency Medical Services Regulatory Board (EMS RB) authority to the Minnesota Office of EMS (OEMS). Within the new structure, three advisory committees were formed, two of which require Metro Region appointments, which are two-year terms.

Motion made by Commissioner Wolf, seconded by Commissioner Anderson to appoint Dr. Aaron Burnett as the metro region representative to the Minnesota Office of EMS Physician Advisory Council. Motion carried.

B. Metro Region Representative to Minnesota Office of EMS Labor and Provider Advisory Council

Hayes said the EMS TOC recommends the Board appoint Tom Edminson as the metro region representative to the OEMS Labor and EMS Provider Advisory Council.

Motion made by Commissioner Richard Greene, seconded by Commissioner Fahey to appoint Tom Edminson as the metro region representative to the Office of EMS Labor and EMS Provider Advisory Council. Motion carried.

C. Approval of Amendments to Office of EMS Grants

Hayes said MESB staff recommends the Board approve Amendment 1 to the EMS Fund grant and Amendment 1 to the EMS Relief Fund grant from Minnesota OEMS. The grant amendments allow for any leftover funds that had been allocated for use in fiscal year 2024 to be carried over to fiscal year 2025. The MESB has plans to expend the grant funds for both projects and training.

Motion made by Commissioner Meisner, seconded by Commissioner Atkins to approve the EMS grant amendments. Motion carried.

D. Acceptance and Approval of Office of EMS Volunteer Training Reimbursement Grant

Hayes said that MESB staff recommend the Board accept and approve the Minnesota OEMS Volunteer Training Reimbursement (VTR) grant in the amount of \$26,651.68. The grant terminates on June 30, 2025. MESB has plans to expend the grant funds for both system management projects and training.

Motion made by Commissioner Fernando, seconded by Commissioner Gregg Felber to accept and approve of the Office of EMS Volunteer Training Reimbursement Grant. Motion carried.

E. Approval to Fund Incident Management Team – Basic Course

Hayes said that MESB staff request approval to fund an Incident Management Team Basic course. The course is in high demand by MESB regional partners agencies. Staff would like to host a class before June 30, 2025, to utilize the current biennium's grant funding from the Minnesota OEMS. The price for such a class will not exceed \$30,000.00.

Motion made by Commissioner Anderson, seconded by Commissioner Clasen to approve funding for an incident management team course. Motion carried.

11. Administrative Items

A. Approval of 2025 Appointments to SECB/SECB Committees

METROPOLITAN EMERGENCY SERVICES BOARD

Rohret said the MESB appoints members to the Statewide Emergency Communications Board (SECB) and its committees each January. A proposed list of appointments was included in the meeting materials, but an alternate for the SECB is needed.

Motion made by Commissioner Fernando, seconded by Commissioner Wolf to approve the 2025 appointments to the SECB and its committees as presented in the meeting materials but with the following amendments: Commissioner Atkins as the MESB's alternate representative to the SECB. Motion carried.

B. Approval of Executive Director Travel Requests

Rohret said she requests Board approval of the Executive Director travel requests to attend the 2025 National Emergency Number Association (NENA) annual conference in June in Long Beach, CA, and the 2025 Association of Public-Safety Communications Officials (APCO) conference and Motorola Trunked Users Group (MTUG) National meeting in July in Baltimore, MD. The NENA travel request is for \$3,123.00 and is included in the 2025 MESB operational budget. The APCO travel request is for \$2,798.00 and is included in the 2025 MESB operational budget.

Motion made by Commissioner Miron, seconded by Commissioner Wolf to approve the Executive Director travel requests. Motion carried.

C. Approval: Amendments to MESB Policy 030 - Purchasing

Rohret said she requests Board approval of the amendments to MESB Policy 030 – Purchasing. At the November 2023 MESB meeting, the Board approved an increase to the Executive Director's signing authorization limit from \$10,000 to \$15,000. MESB Policy 030 – Purchasing states the Executive Director's signing authorization limit; the amendments update the spending limit.

Motion made by Councilmember Elliott Payne, seconded by Commissioner Wolf to approve the amendments to MESB Policy 030 – Purchasing. Motion carried.

12. Reports

A. Legislative Report

Margaret Vesel of Larkin Hoffman gave an update on the legislative session.

Members of the MESB discussed federal funding options.

B. Statewide Emergency Communications Board (SECB) Reports:

1. Finance

The committee met and discussed the regional needs documents. The committee discussed working with the legislative committee to create a strategic plan for bills in the legislature.

2. Legislative

The committee met and discussed creating position statements for the Board. The committee is attempting to become more active and engaged in legislative proceedings.

3. Steering

The committee met and discussed the SECB Policy and Procedure manual. The committee will meet again on February 12, 2025.

METROPOLITAN EMERGENCY SERVICES BOARD

4. Other SECB Committees – None

5. Board

The Board met but there are no additional updates.

13. Old Business

A. Update on MESB Human Resources

Rohret said Dakota County will continue to provide payroll and benefits for the MESB but will no longer provide human resources consulting services. NeoGov will be used for job postings and the hiring process. Gallagher HRnow will be used for notice of updated laws, policies, procedures, and all other HR related matters. David Drown Associates will assist with classification and compensation analysis.

14. New Business

A. Update on MESB Staff Positions and Upcoming JPA Amendments

Rohret said that there are two open 9-1-1 positions. The updated job descriptions will reflect expected changes in the 2027-2031 joint powers agreement. The expected JPA amendments will look towards the future of 9-1-1 and will update the roles and duties of the MESB.

Commissioner Fernando noted that there will be a scheduling conflict for the MESB's July Board meeting with the National Association of Counties annual meeting.

15. Adjourn

*Motion made by Commissioner Wolf, seconded by Commissioner Beer to adjourn the meeting.
Motion carried.*

The meeting adjourned at 11:26 a.m.



February 13, 2025

Board of Commissioners
Metropolitan Emergency Services Board

We are engaged to audit the financial statements of the governmental activities and each major fund of Metropolitan Emergency Services Board for the year ended December 31, 2024. Professional standards require that we provide you with the following information related to our audit. We are available to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process. Our contact information is provided below:

	Direct Dial	Email
Andy Hering, CPA, Partner	651-407-5877	ahering@redpathcpas.com
Lyndsey Peck, CPA, Associate Director	651-407-5853	lpeck@redpathcpas.com

Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated January 20, 2022, reconfirmed on January 2, 2025, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the system of internal control of Metropolitan Emergency Services Board. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of Metropolitan Emergency Services Board’s compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management’s discussion and analysis, the budgetary comparison information, and the schedules of OPEB and pension information, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

During audit planning, we identified the following areas as significant risks of material misstatement and we will conduct audit procedures aligned with these risks:

- Management override of controls
- Cash disbursements
- Improper revenue recognition relating to expenditure driven grants

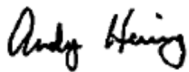
We expect to begin our audit on March 31, 2025 and issue our reports no later than June 30, 2025. Andy Hering is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Additionally, audit standards require us to inquire of those directly charged with governance as to their knowledge or suspicions of fraud, as well as their views about fraud risks. As such, please contact us if there is anything which you would like to discuss in these regards.

This information is intended solely for the use of the Board and management of Metropolitan Emergency Services Board and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

REDPATH AND COMPANY, LLC



Andy Hering, CPA

APH/tgs



METROPOLITAN
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST
SAINT PAUL, MINNESOTA
55104-3431

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

February 13, 2025

VIA ELECTRONIC MAIL

Micah Myers
SECB Finance Committee Chair
IT Director, City of St. Cloud
1201 7th Street S.
St. Cloud, MN 56301

Dear Mr. Meyers:

At its meeting on Wednesday, February 12, 2025, the Metropolitan Emergency Services Board (MESB) discussed your recent memo to regional emergency communications/services boards regarding eligibility for SECB grants.

The MESB had a lengthy discussion on this topic and board members were engaged and asked many questions. In general, MESB members do not like the idea of a region and its member counties being ineligible for grants. However, the MESB ultimately landed in favor of Option 1 – Current Method In-Use for SECB Grant Opportunities.

MESB board members considered the possible additional costs of administering the grants under Option 2, both for the Board, its member entities, and the Minnesota Department of Public Safety. There was concern that the additional time and cost to administer grants would be unfavorable to the region as a whole. Additionally, the potential fiscal impact for grant recipients perhaps receiving less in grant funding is a concern; if several individual entities were eligible to apply, it could reduce the amount any region could get in the future. At a time when not all needs are fulfilled with the SECB grant, it may not be worthwhile to deepen the pool of applicants at this time.

Please contact me with any questions.

Thank you for your time and consideration.

Sincerely,

Jill Rohret
Executive Director



METROPOLITAN
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST
SAINT PAUL, MINNESOTA
55104-3431

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

February 11, 2025

Mr. Will Seuffert, Executive Secretary
Minnesota Public Utilities Commission
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2147

SUBJECT: PUC Docket No. P-421/C-20-432, In the Matter of Formal Compliant Regarding the Services Provided by the Qwest Corporation d/b/a CenturyLink in Minnesota, on Behalf of the Communications Workers of America

Dear Mr. Seuffert:

Enclosed please find the comments from the Metropolitan Emergency Services Board in the matter of Formal Compliant Regarding the Services Provided by the Qwest Corporation d/b/a CenturyLink in Minnesota, on Behalf of the Communications Workers of America, filed on April 20, 2020.

Please contact me with any questions. I may be reached at jrohret@mn-mesb.org or (651) 643-8394.

Thank you for your time and consideration.

Sincerely,

/s/ Jill Rohret

Jill Rohret
Executive Director

Enclosures

cc: Service List

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Katie Sieben
Hwikwon Ham
Valerie Means
Joseph Sullivan
John Tuma

Chair Commissioner
Commissioner
Commissioner
Commissioner

Minnesota Department of Public Safety
Complaint and Petition for Relief

Docket No.: **C-20-432**

COMMENTS OF THE METROPOLITAN EMERGENCY SERVICES BOARD

The Metropolitan Emergency Services Board (MESB) reviewed the formal complaint filed by Communications Works of America on April 22, 2020, and offers the following comments for consideration by the Minnesota Public Utilities Commission.

The MESB is a joint powers board of ten counties in the Minneapolis/St. Paul metropolitan region. The ten counties are: Anoka; Carver; Chisago; Dakota; Hennepin; Isanti; Ramsey; Scott; Sherburne; and Washington. One of the MESB's roles is to support and represent the region's Public Safety Answering Points (PSAPs) in advocating for their needs in answering and providing response to 9-1-1 calls. Additionally, the MESB manages some technical aspects of the 9-1-1 network, in concert with DPS' Division of Emergency Communication Networks, on behalf of the region's PSAPs.

On December 17, 2024, MESB received reports that 9-1-1 was not working for a large part of St. Paul due to issues with CenturyLink's wireline service. Upon investigation, we learned that the issue was not related to the 9-1-1 network itself, but rather CenturyLink's network due to the theft of copper wires. However, as landline service was not working for these customers, it meant that the customers would not be able to dial 9-1-1 from wireline phones in the event of an emergency.

After reading news stories on the same topic posted on *kstp.com* and *CBS Minnesota* on January 8, 2025, MESB became aware that the problem of copper wire theft resulting in CenturyLink customers not having phone service, including being unable to call 9-1-1, was more widespread than previously known. The concern was heightened that CenturyLink did not notify its customers of this known issue.

For over 42 years, public safety has urged and educated the public to call 9-1-1 in the event of an emergency or when public safety response is needed. Because of this, the public expects 9-1-1 to always be available. Many Minnesotans rely on wireline service to access 9-1-1 or other alarm services related to falls or healthcare issues. The inability of even a portion of Minnesotans to access 9-1-1 in an emergency is unacceptable and could cause a myriad of issues, up to and including loss of life. Not notifying affected customers of this known issue is unconscionable.

Members of the public are not the only people affected by CenturyLink's service issues. Carver County and Washington County have wireline service for their administrative phones, including 10-digit service to their public safety answering points (PSAPs) and out-bound service from the PSAPs. This has real-world consequences for both Counties' ability to provide emergency response to their citizens. At times, the PSAPs cannot make calls to partner agencies that may also be responding to a call, including EMS agencies, or agencies in other counties. The PSAPs cannot always call 9-1-1 callers back to obtain additional information about a 9-1-1 call. The PSAPs cannot reach tow-truck companies to assist in clearing roadways after accidents or reach alarm companies. Additionally, calls in-bound to the PSAPs' 10-digit line are not reliably received. This has a clear effect on 9-1-1 service and response provided to the public.

Though CenturyLink cannot control the ingenuity of thieves determined to procure copper wire, it can and should take appropriate steps to provide adequate notification to all of its customers, both business and residential alike, when it has known issues with its service, particularly when it may affect access to 9-1-1.

While many businesses may be able to find phone service from alternate vendors, it is not always easy for residential service to be transferred, particularly if a residence lacks Internet service.

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
1	Vic	Barnett	vic.barnett@co.ramsey.mn.us	Ramsey County		388 13th Street Saint Paul MN, 55101 United States	Electronic Service		No	20-432Official Service List
2	Dianne	Barthel	dianne.barthel@centurylink.com	Qwest Communications Company, LLC.		200 S 5th St Rm 2200 Minneapolis MN, 55402 United States	Electronic Service		No	20-432Official Service List
3	Patricia	Beety	pbeety@lmc.org	League of Minnesota Cities		145 University Ave W Saint Paul MN, 55103 United States	Electronic Service		No	20-432Official Service List
4	Christopher J.	Cerny	ccerny@winthrop.com	Winthrop & Weinstine, P.A.		225 South Sixth Street Suite 3500 Minneapolis MN, 55402 United States	Electronic Service		No	20-432Official Service List
5	Brent	Christensen	brentc@mnta.org	Minnesota Telecom Alliance		1000 Westgate Drive, Ste 252 St. Paul MN, 55114 United States	Electronic Service		No	20-432Official Service List
6	John	Coffman	john@johncoffman.net	AARP		871 Tuxedo Blvd. St. Louis MO, 63119-2044 United States	Electronic Service		No	20-432Official Service List
7	Generic	Commerce Attorneys	commerce.attorneys@ag.state.mn.us		Office of the Attorney General - Department of Commerce	445 Minnesota Street Suite 1400 St. Paul MN, 55101 United States	Electronic Service		Yes	20-432Official Service List
8	Erin	Conti	erin.conti@ag.state.mn.us		Office of the Attorney General - Residential Utilities Division	445 Minnesota Street, Suite 1400 St. Paul MN, 55101 United States	Electronic Service		No	20-432Official Service List
9	Richard	Dornfeld	richard.dornfeld@ag.state.mn.us		Office of the Attorney General - Department of Commerce	Minnesota Attorney General's Office 445 Minnesota Street, Suite 1800 Saint Paul MN, 55101 United States	Electronic Service		No	20-432Official Service List

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
10	Ron	Elwood	relwood@mnlisap.org	Legal Services Advocacy Project		970 Raymond Avenue Suite G-40 Saint Paul MN, 55114 United States	Electronic Service		No	20-432Official Service List
11	Ann	Finn	afinn@lmc.org	League Of Minnesota Cities		145 University Avenue West St. Paul MN, 55103 United States	Electronic Service		No	20-432Official Service List
12	Marc	Fournier	marc.fournier@state.mn.us		Public Utilities Commission	Suite 350121 7th Place East St. Paul MN, 55101-2147 United States	Electronic Service		No	20-432Official Service List
13	Stanley M.	Gosch	sgosch@cwa-union.org	Rosenblatt & Gosch, PLLC		8085 E Prentice Ave Greenwood Village CO, 80111 United States	Electronic Service		No	20-432Official Service List
14	Craig	Johnson	cjohnson@lmc.org	League of Minnesota Cities		145 University Ave. W. Saint Paul MN, 55103-2044 United States	Electronic Service		No	20-432Official Service List
15	Jeff	Lacher	jlacher@cwa-union.org	Communications Workers of America		7600 Parklawn Ave Ste 412 Minneapolis MN, 55435 United States	Electronic Service		No	20-432Official Service List
16	Sally Anne	McShane	sally.anne.mcshane@state.mn.us		Public Utilities Commission	121 7th Place E Suite 350 St. Paul MN, 55101 United States	Electronic Service		No	20-432Official Service List
17	Greg	Merz	greg.merz@ag.state.mn.us		Office of the Attorney General - Department of Commerce	445 Minnesota Street Suite 1400 St. Paul MN, 55101 United States	Electronic Service		No	20-432Official Service List
18	Joseph	Meyer	joseph.meyer@ag.state.mn.us		Office of the Attorney General - Residential Utilities Division	Bremer Tower, Suite 1400 445 Minnesota Street St Paul MN, 55101-2131 United States	Electronic Service		No	20-432Official Service List

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
19	Kimberly	Middendorf	kimberly.middendorf@state.mn.us		Office of Administrative Hearings	PO Box 64620 600 Robert St N Saint Paul MN, 55164-0620 United States	Electronic Service		No	20-432Official Service List
20	Travis	Murray	travis.murray@ag.state.mn.us		Office of the Attorney General - Residential Utilities Division	445 Minnesota St Ste 1400 Saint Paul MN, 55101 United States	Electronic Service		No	20-432Official Service List
21	Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us		Office of the Attorney General - Residential Utilities Division	1400 BRM Tower 445 Minnesota St St. Paul MN, 55101-2131 United States	Electronic Service		Yes	20-432Official Service List
22	Elizabeth	Schmiesing	eschmiesing@winthrop.com	Winthrop & Weinstine, P.A.		225 South Sixth Street Suite 3500 Minneapolis MN, 55402 United States	Electronic Service		No	20-432Official Service List
23	Will	Seuffert	will.seuffert@state.mn.us		Public Utilities Commission	121 7th Pl E Ste 350 Saint Paul MN, 55101 United States	Electronic Service		Yes	20-432Official Service List
24	Janet	Shaddix Elling	jshaddix@janetshaddix.com	Shaddix And Associates		7400 Lyndale Ave S Ste 190 Richfield MN, 55423 United States	Electronic Service		Yes	20-432Official Service List
25	Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine		225 S 6th St Ste 3500 Capella Tower Minneapolis MN, 55402-4629 United States	Electronic Service		No	20-432Official Service List
26	Jason	Topp	jason.topp@lumen.com	Qwest Communications Company, LLC.		200 S 5th St Ste 2200 Minneapolis MN, 55402 United States	Electronic Service		No	20-432Official Service List
27	Katie	Wagner	katie.wagner@lumen.com	Qwest Corporation dba CenturyLink		100 CenturyLink Drive Monroe LA, 71203 United States	Electronic Service		No	20-432Official Service List
28	Nicole	Westling	nicole.westling@state.mn.us		Department of Commerce	85 7th Place E Suite 280 St Paul MN, 55001 United States	Electronic Service		No	20-432Official Service List

Info

Submission #:
20252-215252

On Behalf Of:
Metropolitan Emergency Services Board

Submission date/time:
02/11/2025 11:58 AM

Filer

Name:
Rohret, Jill

Email:
jrohret@mn-mesb.org

Phone Number:
6516438394

Service Lists

Docket #	Service List Name
20-432	20-432Official Service List

Dockets

Docket #	Type	Industry
20-432	Complaint	Telephone

Documents

Name	Classification	Document Type	Additional Info	Document Date
MESB Comments to PUC Docket 20-432 021125.pdf	Public	Comments		02/25/2025

Service List - Electronic Service

Last Name	First Name	Email	Organization	View Trade Secret
Barnett	Vic	vic.barnett@co.ramsey.mn.us	Ramsey County	No
Barthel	Dianne	dianne.barthel@centurylink.com	Qwest Communications Company, LLC.	No
Beety	Patricia	pbeety@lmc.org	League of Minnesota Cities	No
Cerny	Christopher J.	ccerny@winthrop.com	Winthrop & Weinstine, P.A.	No
Christensen	Brent	brentc@mnta.org	Minnesota Telecom Alliance	No
Coffman	John	john@johncoffman.net	AARP	No
Commerce Attorneys	Generic	commerce.attorneys@ag.state.mn.us		Yes
Conti	Erin	erin.conti@ag.state.mn.us		No
Dornfeld	Richard	richard.dornfeld@ag.state.mn.us		No
Elwood	Ron	relwood@mnlsap.org	Legal Services Advocacy Project	No
Finn	Ann	afinn@lmc.org	League Of Minnesota Cities	No
Fournier	Marc	marc.fournier@state.mn.us		No
Gosch	Stanley M.	sgosch@cwa-union.org	Rosenblatt & Gosch, PLLC	No
Johnson	Craig	cjohnson@lmc.org	League of Minnesota Cities	No
Lacher	Jeff	jlacher@cwa-union.org	Communications Workers of America	No
McShane	Sally Anne	sally.anne.mcshane@state.mn.us		No
Merz	Greg	greg.merz@ag.state.mn.us		No
Meyer	Joseph	joseph.meyer@ag.state.mn.us		No
Middendorf	Kimberly	kimberly.middendorf@state.mn.us		No
Murray	Travis	travis.murray@ag.state.mn.us		No
Residential Utilities Division	Generic Notice	residential.utilities@ag.state.mn.us		Yes
Schmiesing	Elizabeth	eschmiesing@winthrop.com	Winthrop & Weinstine, P.A.	No
Seuffert	Will	will.seuffert@state.mn.us		Yes

Last Name	First Name	Email	Organization	View Trade Secret
Shaddix Eling	Janet	jshaddix@janetshaddix.com	Shaddix And Associates	Yes
Swanson	Eric	eswanson@winthrop.com	Winthrop & Weinstine	No
Topp	Jason	jason.topp@lumen.com	Qwest Communications Company, LLC.	No
Wagner	Katie	katie.wagner@lumen.com	Qwest Corporation dba CenturyLink	No
Westling	Nicole	nicole.westling@state.mn.us		No

Service List - Paper Service

No master contacts with paper service.



Jill Rohert
Executive Director
Metropolitan Emergency Services Board
2099 University Ave W
St. Paul, MN 55104

Dear Jill,

I am writing as a follow up to our conversations regarding on-going HR support. This is notice that effective June 1, 2025, Dakota County will no longer be providing Human Resources consulting services to Metropolitan Emergency Services Board pursuant to the Dakota County Joint Powers Agreement. This is due to staffing constraints in our Human Resources department combined with the current high demands and increased pressures for services from within our organization. We will, however, continue to provide payroll and employee benefits services. Please reach out to me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Benish". The signature is fluid and cursive, with a large loop at the end.

Andy Benish
Human Resources Director
Dakota County

Employee Relations



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Emergency Communication Networks

445 Minnesota Street • Suite 1725 • Saint Paul, Minnesota 55101

Phone: 651.201.7547 • Fax: 651.297.5728 • TTY: 651.282.6555

dps.mn.gov

TO: ECN Partners and Stakeholders
FROM: Leah Palmer, Director – Emergency Communication Networks
DATE: February 26, 2025
RE: NG911 Planning and Transition

What is the current status of the solicitation for Next Generation 911 Core Services?

After careful review and consideration, the Minnesota Department of Public Safety (DPS) Emergency Communication Networks (ECN) division, in consultation and partnership with the Department of Administration Office of State Procurement (OSP), has made the decision to not issue an award for the solicitation of Next Generation 911 Core Services (NGCS), ESInet Egress and 911 Control Center (SWIFT Event ID 2000013268). Pending the development of a strategic roadmap for NG911, ECN and OSP intend to revise the specifications and reissue a solicitation, or solicitations, for future NGCS.

What this means for PSAPs

Although an award for NGCS was not issued, public safety answering points (PSAPs) may still use the special funds they received in October 2023 on projects that will help them improve future NG911 capabilities. These funds may still be spent on any 911-eligible expense; however, goods and services purchased must be received no later than June 30, 2025. For more information, please visit <https://dps.mn.gov/divisions/ecn/911-program>.

Our plan for developing an effective and reliable 911 network

Every day, Minnesotans rely on the 911 network to summon vital emergency services across the state. In 2024, PSAPs across the state took over 3.1 million emergency 911 calls. Connecting Minnesotans experiencing an emergency or crisis to a public safety telecommunicator is the utmost priority for ECN, and the 911 network is essential to this purpose.

Whether it is artificial intelligence (AI), wearable devices that can detect a heart attack, or satellite internet delivering connectivity to the most remote areas of the world, technology continues to evolve at lightning speed. Such advancements also have the potential to help revolutionize public safety, especially at dispatch centers in Minnesota.

However, such changes must follow careful research, evaluation, and a structured plan for implementation to ensure their effectiveness and reliability. Developing a comprehensive “Minnesota Next Generation 911 Roadmap” is essential. The foundation of this work is a

stakeholder-focused strategic planning initiative that involves prioritizing the needs, interests, and perspectives of those reliant on the 911 network and PSAPs across the state.

Working with stakeholders to develop the Next Generation 911 Roadmap

ECN looks forward to working with stakeholders to develop this framework to help inform future statewide investments and decisions to help modernize the 911 ecosystem. Delivering Next Generation Core Services is one of many critical components that will be factored into a holistic Minnesota Next Generation 911 Roadmap. ECN will also collaborate with partners from across the public safety community to evaluate and propose updated language in Minnesota Statute 403, which governs emergency communications. Stakeholders should look for further communications in the coming months regarding next steps toward a wholistic shaping of NG911 for Minnesota.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: March 12, 2025
Agenda Item: 4A. Approval of Amendments to University of Minnesota's ARMER Participation Plan
Presenter: Fredrick

RECOMMENDATION

The Radio Technical Operations Committee (TOC) recommends the Board approve the amendments to the University of Minnesota's ARMER participation plan.

BACKGROUND

The University of Minnesota received approval of its original Allied Radio Matrix for Emergency Response (ARMER) participation plan in May 2004; its cooperative agreement was executed in March 2005.

ISSUES & CONCERNS

The University of Minnesota requests approval of amendments to its ARMER participation plan to add a local enhancement site to its Minneapolis campus to provide improved in-building coverage. The site will include a Motorola ASTRO site repeater with 10-channel capacity.

MnDOT reviewed and approved this plan, pending regional and state approval.

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

University of Minnesota – Twin Cities

Department of Public Safety



ARMER Participation Plan

Amendment 5, Version 1.0

February 11, 2025

SECTION 1. OVERVIEW

The University of Minnesota – Twin Cities Department of Public Safety Police Department takes calls on-campus as well as off-campus where they augment City of Minneapolis Police and assist Minneapolis Fire where and when needed.

Both our portable and mobile radios are programmed to use the Minneapolis simulcast site (zone-1, site-9) for their primary coverage area. Over time, we've found that locations in many buildings on campus do not have sufficient RF coverage to make and receive radio calls. Portable radios frequently go Out-of-Range when in lower levels of campus buildings, due in parts to distance from the closest simulcast subsite, shadowing of the subsites from the hi-rise buildings, and construction/materials of the buildings. Consequently, when we service calls in many of the buildings, our ARMER radios can be unusable.

SECTION 2. SCOPE OF PLAN AMENDMENT

The purpose of the Plan Amendment is to request the addition of a Local Enhancement Site to be built on the Minneapolis campus to provide better in-building coverage. Rather than add a subsite to one of the simulcast sites that cover the Twin Cities metro area, we have purchased a standalone ASTRO Site Repeater (ASR) that is configured for 10 channels. Frequencies in the 800 MHZ Public Safety band have been identified by APCO and are in the process of formal FCC licensing to the University by the ARMER APCO Coordinator.

SECTION 3. EQUIPMENT AND CONNECTIVITY

The RF site will be a standalone Motorola Astro Site Repeater (ASR). Equipment will be ordered from Motorola and will be similar to the majority of other ASRs located within the state.

The site will be connected to the Zone-1 Master Site in Waters Edge by way of dedicated University fiber and OEC microwave. Juniper routers will be used to carry the network traffic. Refer to Figure-1 for connectivity.

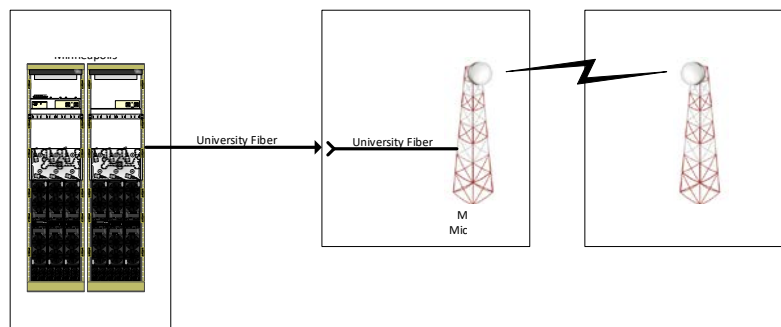


Figure-1. Network Connectivity

SECTION 4. SITE LOCATION & ACCESS

The ASR equipment will be located on the top floor of Malcom Moos Tower, 515 Delaware St SE, on the University of Minnesota-Twin Cities campus. The room will be secured with key-card access to prevent unauthorized people from entering the room. Refer to Figure-2.

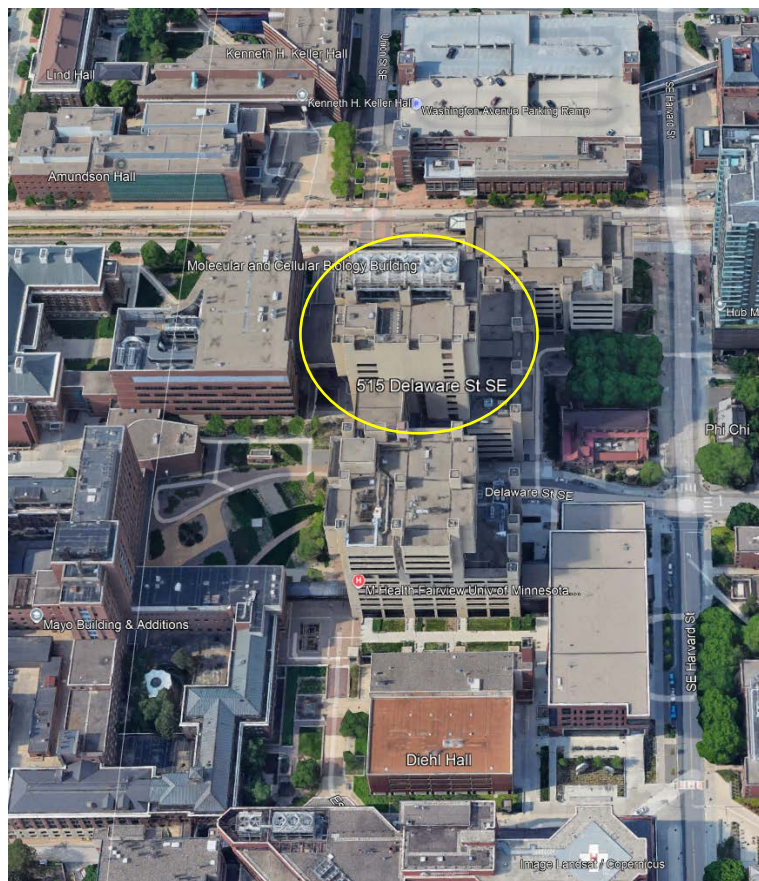


Figure-2. Site Location

SECTION 5. COVERAGE MAPS

The primary purpose of this site addition is to provide fill-in building coverage to augment the coverage from the City of Minneapolis Simulcast site. The design of this local enhancement site is to emphasize fill-in coverage rather than coverage to the horizon. The coverage design specification was an approximate 1-mile radius out from 515 Delaware St SE. To achieve this goal, an omni-directional, 3 dB gain, electrical down-tilt, null-fill antenna will be used for both the transmit and receive antennas. Antennas with low gain such as the one we plan to use are typically used where fill-in is desired vs. a high gain antenna where distance is the goal.



Figure-3. Coverage Area Map



Figure-4. Portable Talk-In. On Street. 1-Mile Radius



Figure-5. Portable Talk-In. In-Building. 1-Mile Radius

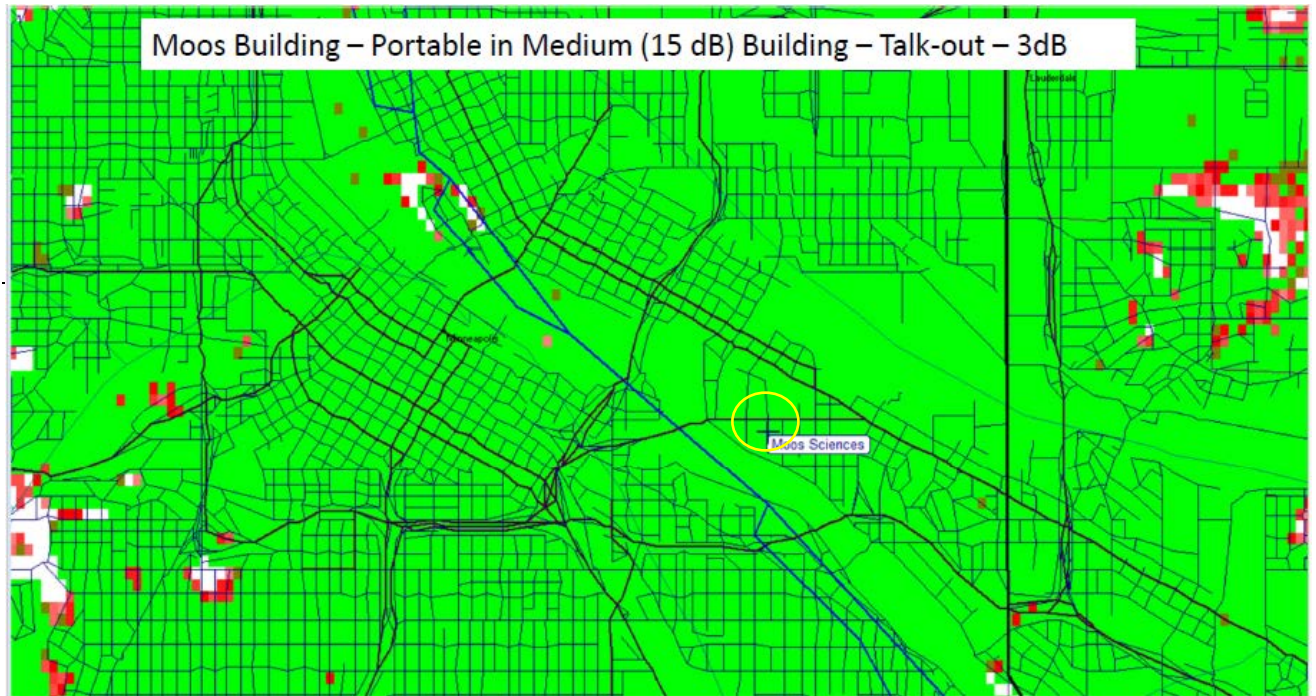


Figure-6. Portable Talk-out. In Building. 1-Mile Radius

SECTION 6. PRIMARY CONTACTS

The primary points of contact for this project and plan are:

Jeff Lessard

Director of Emergency Communications
University of Minnesota
Department of Public Safety
505 Washington Ave SE
Minneapolis, MN
Phone: 612.202.1528

Dave Theis

System Administrator
University of Minnesota
Department of Public Safety
505 Washington Ave SE
Minneapolis, MN
Phone: 320.423.8728

SECTION 7. TALKGROUP SITE ACCESS & SITE BUSY

University of Minnesota Police officers scan Minneapolis PD talkgroups since they get dispatched for calls off-campus. We propose to add the UM Minneapolis site to the TG/MG Site Access Profile currently used by all Minneapolis Police and fire talkgroups. We also propose that any talkgroups that use this site be set to “Fast Start” to avoid any potential site busy conditions that may occur when talkgroups are set to “All Start” and the site has no voice repeaters to assign.

SECTION 8. ARMER RADIO TRAFFIC USAGE

An ARMER plan typically includes a review of the amount of traffic expected to be added to the radio system from the mobile and portable radios. In this plan, any radios that are currently allowed to use any of the Metro Simulcast Sites can deaffiliate from those sites and will roam to the new UM Minneapolis site. Therefore, there will be no additional traffic loading on the system.

SECTION 9. SITE MAINTENANCE

The University of Minnesota plans to manage operations, alarms, and events for this site. Should the site require any maintenance, we plan to use Ancom Communications as the primary service entity.

1800 Cliff Rd E # 17
Burnsville, MN 55337
(952) 808-0033

Ancom will provide system-level service. A select quantity of Ancom technicians have been trained and certified as Level 2 Radio System Administrators per ARMER standard LMR-28 (System Administrators Definition and Minimum Training Requirements).

SECTION 10. CHANGE MANAGEMENT

The University of Minnesota will follow established procedures to seek approval of all relevant Committees and Boards prior to making any changes to the provisions outlined in this plan request.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: March 12, 2025
Agenda Item: 4B. Approval of Amendments to
Metro ARMER Standard 3.14.0
- ME TACs
Presenter: Fredrick

RECOMMENDATION

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

BACKGROUND

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

ISSUES & CONCERNS

The Radio TOC reviewed Metro Radio Standard 3.14.0 – ME TACs and proposes amendments. Currently, ME TACs 1-10 exist for clear (unencrypted) communications and 11E and 12E are for encrypted communications. During the recent change management cycle, the Radio TOC determined that the two encrypted talkgroups are not adequate for the amount of traffic which occur on them and that an additional two encrypted resources should be created. The Radio TOC amended this standard to include the two additional resources, ME TACs 13E and 14E.

Though the talkgroups will be available for programming after Board approval, the Committee is aware that waivers may need to be granted as, due to programming time and cost, some agencies may not be able to complete programming of these resources before the change management implementation deadline of December 1, 2025.

FINANCIAL IMPACT

None to MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

Metro Region ARMER Standards

Section 3 – Metro 3.14.0 Use of Metro ARMER ME TACS

Date Established

1-6-01

Date Revised/Reviewed

2-26-25 3-

~~1-24~~

1. Purpose or Objective

To establish policy and procedures for use of the metro region ARMER ME TAC 1-~~10~~ and ~~11E-14E~~ talkgroups. These talkgroups are a region-wide resource to facilitate communications between agencies that typically do not communicate with each other on a regular basis. This policy will serve to minimize usage conflicts when an interoperability talkgroup is needed for an event.

2. Technical Background

- Capabilities

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

- Constraints

Some of these talkgroups may be used as part of a soft patch to common VHF channels that are restricted for use by personnel of specific services, such as the VLAW31 VHF frequency may only be used by law enforcement and EMS personnel. The emergency communications center/Public Safety Answering Point (PSAP) 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 are not to be used for ~~an~~ internal events. Private, other tactical, administrative, or common talkgroups are for internal agency communications. ME TACs should be used only when interoperability with external agencies is needed or is likely.

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

ME TAC's 11E-~~and~~14E are always encrypted.

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

3. Operational Context

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

ME TAC 1-10 are available for use by all regional users.

ME TAC 11E-142E are available to any regional public safety and public service user which has encryption-capable devices.

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

4. Recommended Protocol/Standard:

ME TAC 1-10 Talkgroups

TG Requirements	For Whom?
Highly Recommended	Metro public safety and public service mobiles, portables, PSAPs
Recommended	Metro public safety and public service mobiles, portables, PSAPs
Optional	None
Not Allowed	None

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

In order to meet the communication needs for an event, the ME TAC 1-10 talkgroups may be patched to:

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

ME TAC 11E-142E Talkgroups

TG Requirements	For Whom?
Highly Recommended	Metro public safety and public service users with encryption-capable devices
Recommended	All public safety and public service users with encryption-capable devices and public service mobiles, portables, PSAPs
Optional	None
Not Allowed	Non-Metro users

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

ME TAC 11E and 142E talkgroups may only be patched to another talkgroup encrypted by ADP, DES, or AES encryption.

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

The ME TAC talkgroups shall only be used when there is a significant need for interagency communications and other suitable means for interagency communications are unavailable, to avoid a reduction in availability of these resources when needed for important events. If a metro agency elects not to program all of the

ME TAC talkgroups, that agency should submit a variance request to the Radio Services Coordinator.

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

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

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

If non-Metro region agencies desire use of these talkgroups, a waiver proposal should be sent to the **Regional** Radio Services Coordinator.

5. Recommended Procedure

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

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

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

When formulating communications plans, **Communications Unit Leaders (COMLs)** should check with the agencies involved in interoperability events to see what shared resources are available.

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

At the conclusion of the event the ARMER **emergency communicationsdispatch** center/**PSAP** 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 **its** their respective conventional radio resources.

NOTE: Emergency Communications centers/PSAPs initiating any soft patches must announce the patch after it is set up AND prior to it being taken down.

6. Management

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

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

| Emergency center/PSAP telecommunicators shall receive initial and continuing training on the use of this procedure.

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



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: March 12, 2025
Agenda Item: 5A. Approval of Joint Procurement
With Other Regional ECBs for
School Mapping Grant
Presenter: Rohret

RECOMMENDATION

The Executive Director recommends Board approve jointly procuring school mapping services with other regional Emergency Communications/Services Boards and authorize the Chair to execute an agreement with other regions, pending favorable legal review.

BACKGROUND

In the 2024 legislative session, the Legislature approved allocating \$7 million from the 9-1-1 special revenue fund to serve as grants to the regional emergency communications/services boards. The grant was to be administered by the Minnesota Department of Public Safety (DPS) Emergency Communication Networks (ECN) division, with input from the Statewide Emergency Communications Board (SECB). ECN has stated that any grant above \$5,000.00 must be a competitive grant.

ISSUES & CONCERNS

There is concern among the regional boards about this grant being a competitive grant. Regions may not know how much funding to requests, which could cause an inequitable distribution of funds and creation of maps for schools and PSAPs.

At the February SECB Finance Committee meeting, it was suggested that the regions should submit one joint application for the \$7 million, conduct a joint procurement, and have one region manage the procurement and implementation of the mapping services on behalf of the entire state. Because the MESB is the only region with dedicated full-time staff, Rohret offered the MESB to be the applicant for the funds and conduct the procurement and implementation of the resulting contract.

ECN has stated it would allow such an application, but an executed agreement between the regions must be completed and submitted with the application.

Rohret has emailed all regions and asked for initial feedback to determine if there was a desire to conduct the grant in this manner. To date, positive feedback has been received from the Central, South Central, Southeast and Southwest regions; Rohret awaits response from the Northeast and Northwest regions.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: March 12, 2025
Agenda Item: 5A. Approval of Joint Procurement
With Other Regional ECBs for
School Mapping Grant
Presenter: Rohret

Even if the northern regions are not interested, Rohret will apply for these grant funds on behalf of five of the seven regions. A draft of an interregional agreement has been sent to Board Counsel for review before it is sent out to the participating regions.

The grant is expected to be released for application by the end of first quarter of 2025 and it must be spent and work completed by June 30, 2026. Time is of the essence for this project.

FINANCIAL IMPACT

The costs for this project are not included in MESB's budget. If the MESB applies for and receives grant funds for this project, it will incur all costs for the regions participating in the joint procurement and be reimbursed by the grant for those costs. This project will require a lot of staff time to manage the process.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: March 12, 2025
Agenda Item: 7A. Approval of Copier Lease with Metro Sales
Presenter: Rohret

RECOMMENDATION

The Executive Director recommends Board approval and authorization to execute a copier lease agreement with Metro Sales

BACKGROUND

In 2010, the MESB and MMCD jointly purchased a copier to be used by both entities. The MESB reimbursed MMCD for half of the purchase price and paid monthly per copy charges related to its use.

In 2017, the MESB leased a copier with Metro Sales to be used by both MESB and MMCD. MMCD reimburses MESB for its use of the copier. The 2017 lease was amended in 2022 to extend the lease an additional three years.

ISSUES & CONCERNS

The Executive Director received quotes from Loffler and Metro Sales. MESB's purchasing policy requires three quotes, though staff have been unable to find a satisfactory third vendor. Metro Sales' quote included direct, wired connection for both MESB and MMCD networks, whereas Loffler's quote provided one direct, wired connection and one wireless connection. Additionally, Metro Sales' quote was less expensive by \$47.00 per month than the comparable quote from Loffler.

Metro Sales offered additional quotes with less copies included in the base rate. Overage copies will be billed at the same price per copy included in the base rate. Staff recommend approving this quote, which will cost \$242.15 per month

The lease agreement is for five years, with a total lease cost of \$14,529.00.

FINANCIAL IMPACT

The new copier cost is higher than what is in the 2025 budget, however due to open positions, there is room in the budget to cover the overage. The 2026 budget will be created using the new monthly lease rent. Additionally, MMCD will reimburse MESB for its share of use.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

Proposed Solution for Metropolitan Emergency Service Board



Ricoh IM C4510 – New

- Ricoh IM C4510 has a 45-page-per-minute speed for both B&W and full Color prints/copies
- Scan-to-e-mail and scan-to-folder capabilities
- Reliable and durable technology with Ricoh being the best in the industry
- Consistent, high-quality B&W images and Color images
- Print, Copy, Scan, and Fax - all-in-one
- Full touch screen panel for user operating – works like a tablet/iPad
- Free delivery and install, along with unlimited product training

60-Month Bundled Program:

\$242.15/month

Metro Sales Maintenance Agreement (Included in pricing above)

Includes 2,000 B&W prints/images per month w/overages @ \$0.007

500 Color prints/copies per month w/overages @ \$0.045

- **Rates are locked over the term of the contract**
- Includes all service, preventive maintenance, parts, labor, and unlimited supplies (toner, developer and drums) excluding paper. Technician visits are also included
- Very low cost-per-page usage rates
- Metro Sales service and supply: 0-3 Hour Guaranteed response time to any service call



1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). The details of the Arrangement can be found at <https://www.metrosales.com/guaranteed-protection-plan/> as of the start date of this agreement. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as Customer Owned on this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Minneapolis / St. Paul | <input type="checkbox"/> Fargo |
| <input type="checkbox"/> Rochester | <input type="checkbox"/> Duluth |
| <input type="checkbox"/> Owatonna | <input type="checkbox"/> Winona |
| <input type="checkbox"/> Mankato | <input type="checkbox"/> Hibbing |
| <input type="checkbox"/> St. Cloud | <input type="checkbox"/> Brainerd |

MACHINE SALES ORDER AND SECURITY AGREEMENT

INSTALL DATE	NEW CUSTOMER	CUST NO.	PO #	SALES REP. NO. & NAME	MAIN PHONE NO.
	CURRENT CUST	ME18		Nghia Tran	651-643-8381

S H I P T O	Metropolitan Emergency Services Board	C H A R G E T O	Metropolitan Emergency Services Board
	2099 University Ave		2099 University Ave
	St Paul, MN 55104		St Paul, MN 55104
			Customer # ME18

QTY. ORD.	PRODUCT NO	I.D. #	DESCRIPTION	UNIT PRICE	AMOUNT
1			Ricoh IM C4510		
1			LCIT PB 3330		
1			Finisher SR3320		
1			Bridge Unit BU3100		
			60 Month - \$242.15/month		
			2,000 b/w images included per month included		
			B/W overage rate at \$0.007		
			500 color images included per month in payment		
			Color overage rate at \$0.045		

SUPPLIES

SPECIAL INSTRUCTIONS Metro will install. New bundle lease with US Bank. Service rates are locked over the term of the contract.	EQUIPMENT TOTAL	
	SUPPLY TOTAL	
	DELIVERY	
	SUBTOTAL	
	TAX %	Plus Tax
	TOTAL	
	LESS DOWN PAYMENT	
	BALANCE DUE	
EXEMPT CERTIFICATE ATTACHED		

CREDIT TERMS SERVICE CHARGE OF 1% PER MONTH (12% PER ANNUM) OR HIGHEST LEGAL RATE, WILL BE CHARGED ON ALL PAST DUE ACCOUNTS

Discontinued Products: Metro Sales guarantees the availability of parts, labor, supplies and maintenance until Date _____ Signature _____	NAME OF CUSTOMER - PRINT <input checked="" type="checkbox"/> 1
	CUSTOMER'S AUTHORIZED SIGNATURE & TITLE <input checked="" type="checkbox"/> 2

This Machine Sales Order and Security Agreement is Customer's legal agreement to purchase all items specified above, and includes all terms contained on this page and the reverse, and in any schedules and addenda referenced herein (collectively, "Agreement"). Customer accepts this Agreement without modification. Any modification by Customer is deemed rejected by Metro Sales, Inc. A fax signature by Customer shall be as binding as an original. If Customer faxes or returns only part of the Agreement to Metro Sales, Inc., Customer agrees that it is bound by the entire Agreement.

MACHINE PICK-UP INFORMATION

Make/Model	ID/Serial #	INITIALS
		<input type="text"/>

*NOTE: CUSTOMER WARRANTS THAT THE EQUIPMENT IS FREE OF ANY LIENS, SECURITY INTERESTS & ENCUMBRANCES.

SECURITY AGREEMENT FOR THE PURCHASE OF EQUIPMENT ONLY

This Machine Sales Order and Security Agreement is Customer's legally binding agreement to purchase the items specified on the front of this Agreement, and includes the following additional terms and conditions:

THE CUSTOMER AND METRO SALES, INC. HEREBY WARRANT, REPRESENT AND AGREE THAT:

1. Metro Sales, Inc. (hereinafter referred to as "Metro Sales") agrees to extend credit to Customer or to otherwise arrange for the purchase of the items specified on the front of this Agreement (which items are hereinafter referred to as the "Equipment"), subject to the terms herein.

2. Customer will use the Equipment in a lawful manner consistent with this Agreement.

3. Customer will at any time or times hereafter execute such financing statements or other instruments and perform such acts as Metro Sales may request to establish and maintain a valid security interest in the Equipment.

4. Customer will not sell, lease, mortgage, conceal or otherwise transfer the Equipment without the written consent of Metro Sales at any time during which any part of the purchase price of the Equipment remains due and owing to Metro Sales and shall: (a) disclose to Metro Sales at its request the location of the Equipment and permit Metro Sales to inspect the Equipment at all reasonable times; (b) keep the Equipment in good repair; (c) keep the Equipment insured for its full value against loss by fire, theft, or other casualty or hazard; (d) permit all payments of loss under such insurance on the Equipment to be applied first to all indebtedness owed by Customer to Metro Sales; and for such purpose Customer does hereby assign all such payments to Metro Sales; (e) pay promptly when due all taxes on, and all bills for repairing, servicing, improving, insuring or storing the Equipment; and (f) prevent and avoid any attachment, garnishment of or seizure of the Equipment by others and (g) prevent any adjudication of bankruptcy by or against, or appointment of a receiver or other liquidator for, Customer.

5. Legal title to the Equipment shall remain in Metro Sales until all sums payable under this Agreement and any other Contracts (as defined in Section 7 below) are fully paid in cash, whereupon, said legal title shall pass to Customer. No obligation of Customer or any co-signer or guarantor shall be released by any transfer or extension of the time of payment of this Agreement or by any transfer, loss of or damage to the Equipment.

6. Customer shall be in default under this Agreement upon the happening of any of the following events: (a) nonpayment, when due, of any amount payable on any of Customer's payment obligations with respect to the Equipment, or failure to observe or perform any term hereof; (b) if any covenant, warranty or representation herein shall prove to be untrue in any material respect; (c) Customer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against Customer alleging that such Customer is insolvent or unable to pay debts as they mature; (d) entry of any judgment against Customer; (e) dissolution, merger or consolidation, or transfer of a substantial part of the capital stock or property of a Customer which is a corporation, limited liability company, limited liability partnership, or other business entity; or (f) if Metro Sales deems itself insecure for any reason with respect to its ability to collect from Customer any indebtedness with respect to the Equipment, or to protect the Equipment at any time during which Customer is indebted to Metro Sales with respect to said Equipment.

7. In the event of a default by Customer, Metro Sales : have the right, at its option and without demand or notice declare all or any part of Customer's payment obligations respect to the Equipment immediately due and payable in addition to the rights and remedies granted hereby, Metro Sales may also: (a) exercise all of the rights and remedies secured Party under the Uniform Commercial Code or other applicable law; (b) take possession of the Equipment for that purpose enter the premises where the Equipment be, thereby terminating all of Customer's right in Equipment; and (c) obtain all necessary insurance, pay premiums thereon, and pay any taxes, liens encumbrances on the Equipment, and any such payment made by Metro Sales with interest thereon at the highest rate allowed by law shall be repaid to Metro Sales by the Customer.

In the event of Customer's default, Customer agree deliver and make the Equipment available to Metro Sales place or places acceptable to Metro Sales. Customer further agrees to pay all costs and expenses of Metro Sales, including attorneys' fees, incurred in the collection of any indebtedness of Customer with respect to the Equipment, or incurred in repossession, transportation, storage or repair of Equipment; and to pay any expenses or attorneys' fees otherwise incurred in the enforcement of any Metro Sales rights hereunder, regardless of whether a lawsuit commenced. Metro Sales shall not be liable to Customer for any damages or losses sustained by Customer as the result of the enforcement by Metro Sales of any of its rights or remedies hereunder, and Customer hereby waives all defenses to Metro Sales's enforcement of its rights hereunder. In any instance where Metro Sales and Customer have entered into more than one Machine Sales Order and Security Agreement (hereinafter, collectively, "Contract[s]"), Customer's default under any one such Contract shall constitute a default under all such Contracts and Metro Sales shall be entitled to enforce remedies for Customer's default under this Agreement under each such Contract.

8. If any notification of intended disposition of any of Equipment is required by law, such notification shall be deemed reasonably and properly given if mailed at least (10) days before such disposition, postage prepaid, addressed to the Customer at its last known address.

9. Waiver of any default hereunder by Metro Sales shall constitute a waiver of any other default or of the same or similar default on a later occasion. No delay or failure by Metro Sales to exercise any right or remedy shall be a waiver of that right or remedy, and no single or partial exercise by Metro Sales of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy any other time.

10. This Agreement and all rights and obligations hereunder including matters of construction, validity and performance shall be governed by the laws of the State of Minnesota. If any part of this Agreement shall be adjudged invalid, the remainder shall be enforced to the maximum extent permitted by law.

11. If more than one party signs this Agreement, the "Customer" shall mean all signing parties and each of them and all such parties shall be jointly and severally obligated hereunder. All rights of Metro Sales shall inure to the benefit of its successors and assigns, and all obligations of Customer shall bind Customer's heirs, executors, administrators, successors and assigns.