



SOUTH METRO FIRE DEPARTMENT

1650 Humboldt Avenue • West St. Paul MN 55118

Phone: (651) 552-4176 • FAX: (651) 552-4195

www.southmetrofire.com

AGENDA BOARD OF DIRECTORS MEETING

Meeting Date: February 16, 2022, at 4:30 PM
Meeting Place: South St Paul, Lobby Conference Room

- I. Roll Call
Board Members: Berry, Francis, Napier, Seaberg, Wippermann
- II. Adopt Agenda
- III. Communications/Recognitions
 - a. Introduction of Firefighters; Michael Jordan and Summer Eckman
 - b. [Thank You Benji](#)
 - c. [Thank You Mary Jean](#)
- IV. Consent Agenda
 - a. [January 19, 2022, Meeting Minutes](#)
 - b. [January 2022 List of Claims](#)
 - c. [January 2022 Bank Reconciliation](#)
 - d. [January 2022 Month End Budget Report](#)
 - e. [January 2022 Run Summary Report](#)
- V. Committee Reports
 - a. None
- VI. Agenda Items
 - a. [Worker's Compensation Insurance Renewal](#)
 - b. [PAR360 Contract Renewal](#)
- VII. Public Comment
- VIII. Adjourn

Next Regular Meeting – March 16, 2022, South St. Paul

Badging Ceremony in the South St. Paul Council Chambers Following the Board Meeting

10 Feb 2022

South Metro Fire,

We want to thank everyone who helped our son Benji after his sledding accident. It is because of your heroic actions, Benji will be able to walk again. The impact you make on lives every day does not go unnoticed. Sincerely,
Julie Hamel + Joe Zirnheilt

Hi All,

Just wanted to pass along info on a call that turned into some good PR. Last Sunday B shift crew (A1 & E1) went to a sledding accident at Marthaler Hill. Upon arrival, we found a 9 YOB about halfway up the hill in the trees. A1 quickly assessed the situation and determined that the Pt had a possible broken leg. A1 and E1 used a cardboard splint to stabilize the leg. The Pt did not appear to be in much pain other than on movement. The crew then carefully lifted the Pt back onto his sled and carefully slid him down the hill to the ambulance. M Health arrived and determined they were going to transport to give pain meds.

On Monday, the mother of the Pt brought her other son into the local clinic to be evaluated for a hurt elbow. Coincidentally, the clinician happened to be Hannah Kull, Matt's wife. The two started talking and Mom gave more info on the outcome of the Sledding Pt. When M Health arrived and Children's St. Paul, staff quickly realized the Pt had a bad femur break that needed surgery right away. The Pt was rushed over to Minneapolis Children's for surgery. The surgery was successful. After the surgery, the surgeon spoke with the family and stated that he was very impressed with the crew that put the splint on the boy's leg. He said that the splint kept the bone from severing some vital nerves and arteries and ultimately saved his leg. He said if the leg was moved at all in the wrong way, the outcome would have been very different.

The family was very thankful! I contacted Mom and today we stopped by the house and gave him a challenge coin and visited for a bit. He will have a long recovery but is going to be ok.

Well done by the crew! Picture attached

Pat

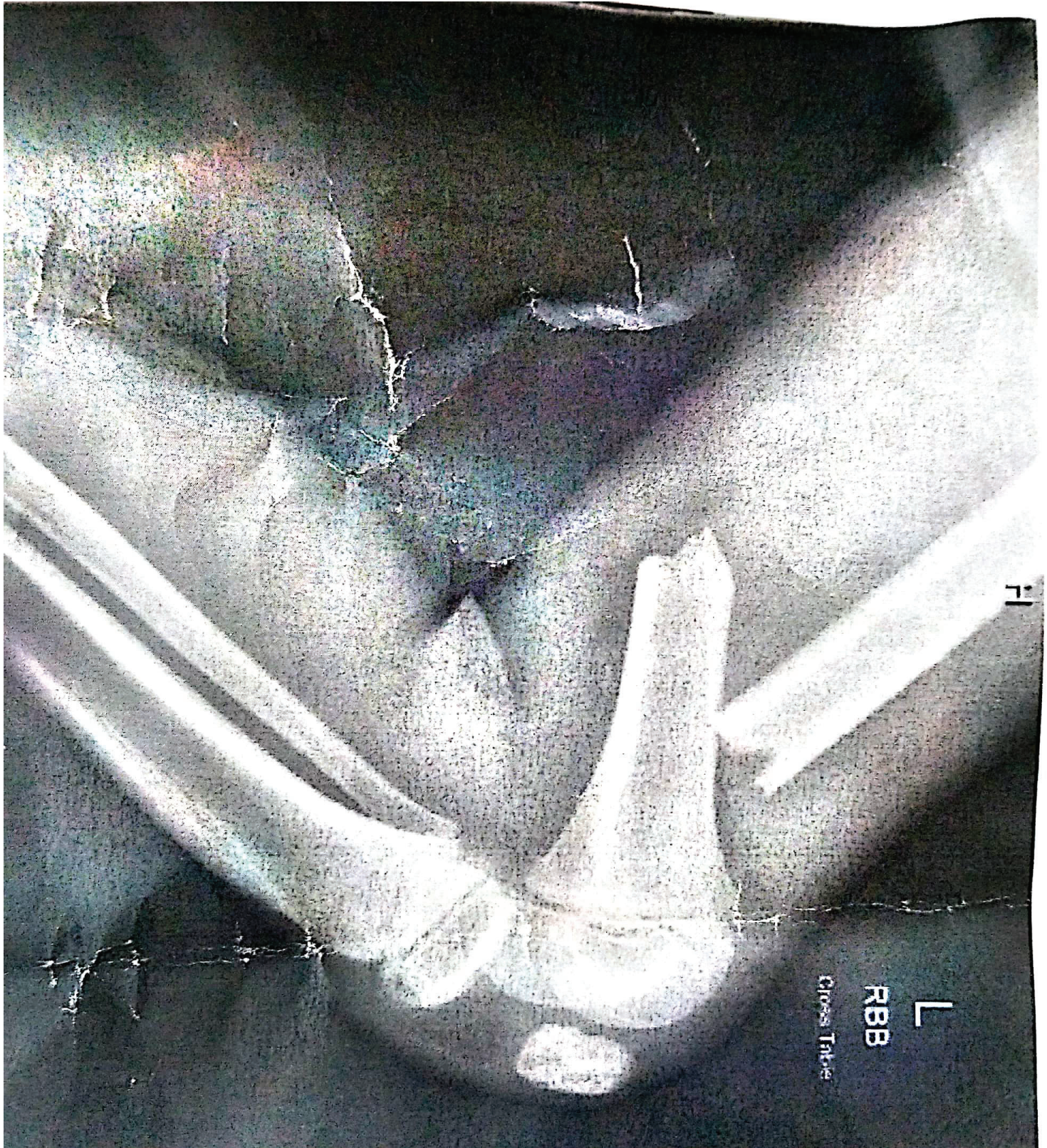


Patrick Noack | Captain

South Metro Fire Department

1650 Humboldt Ave. | West St. Paul, MN | 55118

651-552-4174 (Office) | 651-442-4555 (Cell) | www.smfdmn.org





2/14/22

Thank Metro Finc,

Just a little Valentine pick me up", for
all the times you have picked me up.

I really appreciate your help and
want you to know you are needed.

Too often we take your service for granted
and I'm sure you don't get too many thanks.

Thank you from the bottom of my heart.

Happy Valentine's Day

Mary Jean Psik

1450 Bidwell #211

MINUTES

SOUTH METRO FIRE DEPARTMENT BOARD OF DIRECTORS

Wednesday January 19, 2022
West St Paul Lobby Conference Room

Members Present: Dennis Wippermann, Jimmy Francis, Wendy Berry, Tom Seaberg

Also Present: Mark Juelfs, Char Stark, Deb Wheeler, Terry Johnson, Sam Seal

The meeting was called to order at 4:30 p.m.

ADOPT AGENDA

Motion was made to adopt the Agenda by Francis; seconded by Seaberg

Motion carried.

COMMUNICATIONS/RECOGNITIONS

None

CONSENT AGENDA

Motion was made to approve the Consent Agenda by Francis; seconded by Seaberg

Motion carried.

COMMITTEE REPORTS

None

AGENDA ITEMS

Public Board Member Application

The current two-year term for Dennis Wippermann will expire on March 31, 2022. The position was posted on the department's website and both city websites. At the close of the application period, the only application received was from our current Public Board Member, Dennis Wippermann.

Motion to accept Dennis Wippermann's name to be submitted to both City Councils for approval by Seaberg; seconded by Francis.

Motion carried.

Property Casualty Insurance Renewal

Chief Juelfs reported that with the significant increase in cost of the Excess Liability and adding 1st Party Cyber Liability, the 2022 renewal costs are \$7,758 more than budgeted.

Motion to authorize staff to make payments in accordance with the premium renewal notices by Wippermann; seconded by Francis.

Motion carried.

State Fire Aid

Each year we have the opportunity to apply for State Fire Aid. Our application will be similar to the 2021 submission. Chief Juelfs budgeted \$198,589 for State Fire Aid in 2022.

Motion to authorize the SMF Board Secretary and the Fire Chief to sign and submit appropriate documents by Seaberg; seconded by Wippermann.

Motion carried.

PUBLIC COMMENT

Chief Juelfs requested that the February Board meeting location be moved to South St Paul due to the remodeling that will be occurring at the West St Paul City Hall.

MOTION TO ADJOURN

Motion to adjourn by Seaberg; seconded by Francis.

Motion carried.

The next regular meeting is scheduled on February 16, at 4:30 pm in South St Paul.

Respectfully submitted by:

Deb Wheeler

SOUTH METRO FIRE

Summary of List of Claims Board Meeting of February 16, 2022

PAYROLL CHECK REGISTER:

Payroll Period	1/10 - 1/23	
Date Paid	1/28/2022	\$ 101,959.49
Direct Deposit		

Payroll Period	1/24 - 2/6	
Date Paid	2/11/2022	\$ 100,913.86
Direct Deposit		

Payroll Period	
Date Paid	
Direct Deposit	

TOTAL NET PAYROLL

\$ 202,873.35

DISBURSEMENT CHECK REGISTER:

Checks	973 - 10005	\$ 34,281.80
EFTS	2186 - 2204	\$ 339,888.69

TOTAL DISBURSEMENT CHECKS

\$374,170.49

TOTAL PAYROLL, DISBURSEMENTS, ACH'S

<u>\$577,043.84</u>

S. METRO FIRE

Payment Register

From Payment Date: 1/10/2022 - To Payment Date: 2/8/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1-ANCHOR BAN - ANCHOR BANK									
<u>Check</u>									
9974	01/20/2022	Open			Accounts Payable	ASPEN MILLS	\$155.69		
9975	01/20/2022	Open			Accounts Payable	AT&T MOBILITY	\$28.70	\$28.70	\$0.00
9976	01/20/2022	Open			Accounts Payable	Berry/ Wendy	\$100.00		
9977	01/20/2022	Open			Accounts Payable	Francis, James	\$100.00		
9978	01/20/2022	Open			Accounts Payable	GALLS, LLC	\$512.53	\$512.53	\$0.00
9979	01/20/2022	Open			Accounts Payable	IMAGE TREND	\$3,690.00	\$3,690.00	\$0.00
9980	01/20/2022	Open			Accounts Payable	LEAGUE OF MN CITIES INS. TRUST	\$1,620.40	\$1,620.40	\$0.00
9981	01/20/2022	Open			Accounts Payable	LEVANDER, GILLEN & MILLER, P.A	\$91.00	\$91.00	\$0.00
9982	01/20/2022	Open			Accounts Payable	Linde Gas and Equipment	\$107.94	\$107.94	\$0.00
9983	01/20/2022	Open			Accounts Payable	LOWE'S COMMERCIAL SERVICES	\$115.87	\$115.87	\$0.00
9984	01/20/2022	Open			Accounts Payable	Metro Chief Fire Officers Assoc	\$400.00		
9985	01/20/2022	Open			Accounts Payable	METRO SALES, INC	\$333.08		
9986	01/20/2022	Open			Accounts Payable	NAPA	\$68.45	\$68.45	\$0.00
9987	01/20/2022	Open			Accounts Payable	NINTH BRAIN	\$96.00		
9988	01/20/2022	Open			Accounts Payable	OXYGEN SERVICE COMPANY	\$81.03	\$81.03	\$0.00
9989	01/20/2022	Open			Accounts Payable	Seaberg, Thomas	\$100.00	\$100.00	\$0.00
9990	01/20/2022	Open			Accounts Payable	ST PAUL CITY/OF	\$5,963.64		
9991	01/20/2022	Open			Accounts Payable	Target Solutions Learning, LLC	\$4,197.60		
9992	01/20/2022	Open			Accounts Payable	Tenzinga	\$3,024.00	\$3,024.00	\$0.00
9993	01/20/2022	Open			Accounts Payable	WENZEL/STEVE	\$31.96		
9994	01/20/2022	Open			Accounts Payable	WEST ST PAUL/CITY OF	\$2,732.17	\$2,732.17	\$0.00
9995	01/20/2022	Open			Accounts Payable	WIPPERMANN/DENNIS	\$100.00	\$100.00	\$0.00
9996	01/26/2022	Open			Accounts Payable	ANCOM TECHNICAL CENTER	\$114.00	\$114.00	\$0.00
9997	01/26/2022	Open			Accounts Payable	AT&T MOBILITY	\$990.00		
9998	01/26/2022	Open			Accounts Payable	BOUND TREE MEDICAL	\$1,528.74	\$1,528.74	\$0.00
9999	01/26/2022	Open			Accounts Payable	CARDMEMBER SERVICES	\$4,571.92		
10000	01/26/2022	Open			Accounts Payable	Further	\$145.80		
10001	01/26/2022	Open			Accounts Payable	GALLS, LLC	\$395.71	\$395.71	\$0.00
10002	01/26/2022	Open			Accounts Payable	HENNEPIN COUNTY MEDICAL CENTER	\$400.00		
10003	01/26/2022	Open			Accounts Payable	INT'L ASSN FIREFIGHTERS 1059	\$206.80		
10004	01/26/2022	Open			Accounts Payable	INT'L ASSN FIREFIGHTERS 724	\$1,323.52		

S. METRO FIRE

Payment Register

From Payment Date: 1/10/2022 - To Payment Date: 2/8/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
10005	01/26/2022	Open			Accounts Payable	LOCAL GOVERNMENT INFORMATION	\$955.25		
32 Transactions							\$34,281.80	\$14,310.54	\$0.00

Type Check Totals:
1-ANCHOR BAN - ANCHOR BANK Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$34,281.80	\$14,310.54
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	32	\$34,281.80	\$14,310.54

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$34,281.80	\$14,310.54
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	32	\$34,281.80	\$14,310.54

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$34,281.80	\$14,310.54
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	32	\$34,281.80	\$14,310.54
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$34,281.80	\$14,310.54
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	32	\$34,281.80	\$14,310.54

S. METRO FIRE

Payment Register

From Payment Date: 1/10/2022 - To Payment Date: 2/8/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1-ANCHOR BAN - ANCHOR BANK									
EFT									
2186	01/25/2022	Open			Accounts Payable	Further	\$75,900.00	\$75,900.00	\$0.00
2187	01/25/2022	Open			Accounts Payable	MSRS	\$49,059.38	\$49,059.38	\$0.00
2188	01/25/2022	Open			Accounts Payable	HEALTHPARTNERS	\$44,431.53	\$44,431.53	\$0.00
2189	01/25/2022	Open			Accounts Payable	I C M A RETIREMENT CORP	\$1,235.00	\$1,235.00	\$0.00
2190	01/25/2022	Open			Accounts Payable	IRS - PR TAXES	\$19,975.03	\$19,975.03	\$0.00
2191	01/25/2022	Open			Accounts Payable	MN DEPT OF REVENUE	\$7,351.70	\$7,351.70	\$0.00
2192	01/25/2022	Open			Accounts Payable	MN II LIFE -- HSA	\$2,310.90		
2193	01/25/2022	Open			Accounts Payable	MSRS	\$5,199.92	\$5,199.92	\$0.00
2194	01/25/2022	Open			Accounts Payable	MSRS - HCSP	\$2,727.07	\$2,727.07	\$0.00
2195	01/25/2022	Open			Accounts Payable	NATIONWIDE	\$2,360.00	\$2,360.00	\$0.00
2196	01/25/2022	Open			Accounts Payable	PUBLIC EMPLOYEES RETIRE ASSN	\$47,108.27	\$47,108.27	\$0.00
2197	01/31/2022	Open			Accounts Payable	I C M A RETIREMENT CORP	\$1,235.00	\$1,235.00	\$0.00
2198	01/31/2022	Open			Accounts Payable	IRS - PR TAXES	\$20,041.20	\$20,041.20	\$0.00
2199	01/31/2022	Open			Accounts Payable	MN DEPT OF REVENUE	\$7,305.48	\$7,305.48	\$0.00
2200	01/31/2022	Open			Accounts Payable	MN II LIFE -- HSA	\$1,977.57	\$1,977.57	\$0.00
2201	01/31/2022	Open			Accounts Payable	MSRS	\$225.00	\$225.00	\$0.00
2202	01/31/2022	Open			Accounts Payable	MSRS - HCSP	\$2,380.61	\$2,380.61	\$0.00
2203	01/31/2022	Open			Accounts Payable	NATIONWIDE	\$2,350.00	\$2,350.00	\$0.00
2204	01/31/2022	Open			Accounts Payable	PUBLIC EMPLOYEES RETIRE ASSN	\$46,715.03	\$46,715.03	\$0.00
Type EFT Totals:							\$339,888.69	\$337,577.79	\$0.00
1-ANCHOR BAN - ANCHOR BANK Totals							19 Transactions		

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$339,888.69	\$337,577.79
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	19	\$339,888.69	\$337,577.79

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$339,888.69	\$337,577.79
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	19	\$339,888.69	\$337,577.79

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$339,888.69	\$337,577.79
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	19	\$339,888.69	\$337,577.79
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	19	\$339,888.69	\$337,577.79
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	19	\$339,888.69	\$337,577.79

South Metro Fire Department
BANK RECONCILIATION
January 31, 2022

Old National Bank

Ending Balance - Checking	\$	1,723,441.36
Ending Balance - Savings Account		247,263.40
Outstanding Disbursement Checks		(27,253.80)
DIT		0.00
Adjustments:		
RECONCILED BALANCE	\$	1,943,450.96

CITY TREASURER'S BALANCE:

Previous Month's Reconciled Balance	\$	1,794,499.57
Daily Receipts Posted		785,505.05
Disbursement Checks Issued		(431,184.39)
Payroll Checks and Direct Deposits		(205,369.27)
Rev Prior Month Adj:		(12.65)
12/23/21 - MMB MN State		12.65
RECONCILED BALANCE	\$	1,943,450.96

CASH ACCOUNT

	\$	1,943,438.31
Adjustments		12.65
RECONCILED BALANCE	\$	1,943,450.96


Cash by Fund:

		Beginning Balance	Net Activity	Ending Balance
General Fund	101-10101	734,509.93	129,794.35	864,304.28
Grant Fund	201-10100	899.44	-	899.44
Fire Assistance Fund		-	-	-
Debt Service Fund	301-10101	45,738.34	-	45,738.34
Capital Fund	401-10101	1,013,339.21	19,157.04	1,032,496.25
Total		1,794,486.92	148,951.39	1,943,438.31



Account Classification	Adopted Budget	Current Month Transactions	YTD Transactions	YTD Balance	% used/ Rec'd	Prior Year YTD
Fund 101 - General Fund						
REVENUE						
Taxes	825,000.00	53,118.99	53,118.99	771,881.01	6%	550,000.00
Intergovernmental Revenues	198,589.00	773.95	773.95	197,815.05	0%	183,534.00
Charges for Services	5,858,358.00	710,209.55	710,209.55	5,148,148.45	12%	5,576,267.86
Other Revenue	50,000.00	.00	.00	50,000.00	0%	50,000.00
Other Financing Sources	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$6,931,947.00	\$764,102.49	\$764,102.49	\$6,167,844.51	11%	\$6,359,801.86
EXPENSE						
Personal Services	6,152,350.00	547,584.21	547,584.21	5,604,765.79	9%	5,167,732.11
Supplies	204,354.00	2,594.96	2,594.96	201,759.04	1%	174,470.12
Contractual Services	410,884.00	11,451.38	11,451.38	399,432.62	3%	375,012.55
Other Charges	164,359.00	10,136.20	10,136.20	154,222.80	6%	116,719.12
Capital Outlay	.00	.00	.00	.00	+++	.00
Debt Service	.00	.00	.00	.00	+++	.00
Other Financing Uses	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$6,931,947.00	\$71,766.75	\$71,766.75	\$6,360,180.25	8%	\$5,833,933.90
Fund 101 - General Fund Totals						
REVENUE TOTALS	6,931,947.00	764,102.49	764,102.49	6,167,844.51	11%	6,359,801.86
EXPENSE TOTALS	6,931,947.00	571,766.75	571,766.75	6,360,180.25	8%	5,833,933.90
Fund 101 - General Fund Totals	\$0.00	\$192,335.74	\$192,335.74	(\$192,335.74)		\$525,867.96
Fund 201 - Grant Fund						
REVENUE						
Intergovernmental Revenues	.00	.00	.00	.00	0%	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
EXPENSE						
Contractual Services	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 301 - Debt Service						
REVENUE						
Intergovernmental Revenues	183,050.00	.00	.00	183,050.00	0%	183,650.00
REVENUE TOTALS	\$183,050.00	.00	.00	\$183,050.00	+++	\$183,650.00
EXPENSE						
Contractual Services	183,050.00	.00	.00	183,050.00	+++	183,650.00
EXPENSE TOTALS	\$183,050.00	.00	.00	\$183,050.00	+++	\$183,650.00
Fund 301 - Debt Totals						
REVENUE TOTALS	183,050.00	.00	.00	183,050.00	+++	183,650.00
EXPENSE TOTALS	183,050.00	.00	.00	183,050.00	+++	183,650.00
Fund 301 - Debt Totals	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fund 401 - Capital Projects						
REVENUE						
Intergovernmental Revenues	650,000.00	.00	.00	.00	+++	.00
Charges for Services	156,032.00	19,504.00	19,504.00	136,528.00	13%	130,026.00
Other Revenue	.00	.00	.00	.00	+++	.00
Other Financing Sources	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$806,032.00	\$19,504.00	\$19,504.00	\$136,528.00		\$130,026.00
EXPENSE						
Motor Vehicles	1,317,000.00	.00	.00	1,317,000.00	0%	276,000.00
Office Equipment	42,300.00	346.96	346.96	41,953.04	1%	16,244.00
Other Equipment	37,725.00	.00	.00	37,725.00	0%	9,000.00
EXPENSE TOTALS	\$1,397,025.00	\$346.96	\$346.96	\$1,396,678.04	0%	\$301,244.00
Fund 401 - Capital Projects						
REVENUE TOTALS	806,032.00	19,504.00	19,504.00	786,528.00	2%	130,026.00
EXPENSE TOTALS	1,453,790.00	346.96	346.96	1,453,443.04	0%	301,244.00
Fund 401 - Capital Projects	(\$647,758.00)	\$19,157.04	\$19,157.04	(\$666,915.04)		(\$171,218.00)
Grand Totals						
REVENUE TOTALS	7,921,029.00	783,606.49	783,606.49	7,137,422.51	10%	6,673,477.86
EXPENSE TOTALS	8,568,787.00	572,113.71	572,113.71	7,996,673.29	7%	6,318,827.90
Grand Totals	(\$647,758.00)	\$211,492.78	\$211,492.78	(\$859,250.78)		\$354,649.96





2022 Run Summary

South Metro Fire Department

	January	February	March	April	May	June	July	August	September	October	November	December	YTD TOTAL	2021 YTD TOTAL
FIRE INCIDENTS														
111 Building fire	3												3	3
112 Fire in structure other than in a building													0	
113 Cooking fire, confined to container													0	1
114 Chimney fire													0	
116 Fuel													0	1
118 Trash	1												1	
121 Fire in mobile home used as fixed residence													0	
130 Mobile property (vehicle) fire, other													0	
131 Passenger vehicle fire	2												2	3
132 Road Freight or transport vehicle fire													0	
133 Rail vehicle fire													0	
134 Water vehicle fire													0	
135 Aircraft Fire													0	
138 Off-road vehicle or heavy equipment fire													0	
142 Brush or bursh & grass mixture fire													0	
143 Grass Fire													0	
151 Outside rubbish fire													0	
154 Dumpster fire													0	
163 Outside equipment fire													0	
	6	0	0	0	0	0	0	0	0	0	0	0	6	8
OVERPRESSURE RUPTURE, EXPLOSION, OVERHEAT (NO FIRE)														
200 Overpressure rupture, explosion, overheat other													0	
243 Fireworks explosion (no fire)													0	
251 Excessive heat, scorch burns with no ignition	3												3	5
	3	0	0	0	0	0	0	0	0	0	0	0	3	5
RESCUE & EMERGENCY MEDICAL SERVICE														
311 Medical assist, assist EMS crew	1												1	
321 EMS call, excluding vehicle accident with injury	448												448	410
322 Motor vehicle accident with injuries	7												7	4
323 Motor vehicle/pedestrian accident (MV Ped)	1												1	
324 Motor vehicle accident with no injuries.	12												12	2
341 Search for person on land													0	
350 Extrication, rescue, other													0	
352 Extrication of victims from vehicle													0	
353 Removal of victim(s) from stalled elevator													0	
355 Confined Space Rescue													0	
357 Extrication of victim(s) from machinery													0	
360 Water & ice related rescue, other													0	
361 Swimming/recreational water areas rescue													0	
362 Ice Rescue													0	
365 Watercraft rescue													0	
372 Trapped by power lines0													0	
381 Rescue or EMS standby													0	
	469	0	0	0	0	0	0	0	0	0	0	0	469	416
HAZARDOUS CONDITION (NO FIRE)														
400 Hazardous condition, other													0	
411 Gasoline or other flammable liquid spill													0	
412 Gas leak (natural gas or LPG)	4												4	2
413 Oil spill													1	1
421 Chemical hazard (no spill or leak)													0	
422 Chemical spill or leak													0	
424 Carbon monoxide incident	2												2	3
440 Electrical equipment problem													0	
442 Overheated motor														
444 Power line down													0	1
445 Arch, shorted electrical equipment													0	
451														
461 Building or structure weakened or collapsed													0	
462 Aircraft standby													0	
463 Vehicle accident, cleanup													0	
471 Explosive, bomb removal													0	
481 Attempt to burn													0	
	6	0	0	0	0	0	0	0	0	0	0	0	6	7
SERVICE CALL														
500 Service Call, other													0	
510 Person in distress, other	1												1	
519 Person in distress													0	
520 Water problem, other													0	
522 Water or steam leak	1												1	
531 Smoke or odor removal													0	1
551 Assist police or other governmental agency	5												5	5
553 Public service	25												25	1
554 Assist invalid	52												52	42
561 Unauthorized burning													0	
	84	0	0	0	0	0	0	0	0	0	0	0	84	49



2022 Run Summary		South Metro Fire Department													
	January	February	March	April	May	June	July	August	September	October	November	December	YTD TOTAL	2021 YTD TOTAL	
GOOD INTENT CALL															
600 Good intent call, other	2												2	2	
611 Dispatched & canceled en route	24												24	21	
621 Wrong location													0		
622 No incident found on arrival at dispatch address	7												7	10	
631 Authorized controlled burning													0		
650 Steam, gas, other mistaken for smoke													0		
651 Smoke scare, odor of smoke	8												8		
652 Steam, vapor, fog or dust thought to be smoke													0	1	
653 Smoke from barbeque, tar kettle													0		
661 EMS call, party transported by non-fire agency (661)													0		
671 HazMat release investigation w/no HazMat	5												5	2	
	46	0	0	0	0	0	0	0	0	0	0	0	46	36	
FALSE ALARM & FALSE CALL															
700 False alarm or false call, other													0		
710 Malicious false call													0		
714 Central Station, malicious false alarm	1												1	2	
715 Local alarm system, malicious false call	4												4		
721 Bomb scare - no bomb													0		
730 System malfunction, other													0		
731 Sprinkler activation due to malfunction	3												3	1	
732 Extinguishment system activation malfunction													0		
733 Smoke detector activation due to malfunction	5												5	1	
735 Alarm system sounded due to malfunction	4												4	1	
736 CO detector activation due to malfunction	3												3		
740 Unintentional transmission of alarm, other	1												1		
741 Sprinkler activation, no fire - unintentional	3												3		
743 Smoke detector activation, unintentional	4												4	4	
744 Detector activation, no fire - unintentional	1												1		
745 Alarm system activation, no fire - unintentional	10												10	2	
7451 False Alarm	6												6	4	
746 Carbon monoxide detector activation, no CO	2												2	2	
	47	0	0	0	0	0	0	0	0	0	0	0	47	17	
SEVERE WEATHER & NATURAL DISASTER															
814 Lightning strike (no fire)													0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SPECIAL INCIDENT TYPE															
900 Special type of incident, other													0		
911 Citizen Complaint													0		
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Not Reported	15												15		
	15	0	0	0	0	0	0	0	0	0	0	0	15	0	
MONTHLY RUN TOTAL															
	676	0	0	0	0	0	0	0	0	0	0	0	676	538	
BLS Transports															
	149												149	138	



SOUTH METRO FIRE DEPARTMENT

1650 Humboldt Avenue • West St. Paul MN 55118

Phone: (651) 552-4176 • FAX: (651) 552-4195

www.southmetrofire.com

DATE: February 16, 2022

TO: President and Board

FROM: Mark Juelfs, Fire Chief

RE: **Worker's Compensation Insurance Renewal**

Summary:

Working with WA Group, we have received the renewal rates for our worker's compensation policy from the LMCIT. The current policy expired on December 31st, however coverage continued into 2022 until our renewal is received. The premium rose from \$204,094 in 2021 to \$262,288 in 2022. The increase can be attributed to three factors. The rate charged for Firefighters has increased from 8.18 in 2021 to 9.69 in 2022 (related to an increase in PTSD claims, see attached document), the increase in our payroll for 2022, and the discount given for having a \$10,000 deductible was reduced from 10.5% in 2021 down to 7.5% in 2022. The good news is our experience mod for 2022 is .81 which is down .83 in 2021.

A rating of 1.0 is the benchmark; a rating >1.0 will incur more premium costs, while a rating <1.0 will experience a savings in premiums. For the last five years, South Metro's rating has ranged from 0.64 – 0.86. A rating of 0.84 is said to be low for a career fire department, given the types and frequency of hazards encountered by firefighters. This rating reflects our firefighter's, and the department's, continued commitment to safety.

In addition, the LMCIT also offers a premium reduction if at least 90% of the department staff are non-smokers. For this renewal, we have >90% of staff who signed the non-smoker certification, which translates to a premium savings.

Below is the breakdown of the 2022 renewal compared to 2021.

		LMC			LMC		
		2021			2022		
Code	Description	Payroll	Rate	Premium	Payroll	Rate	Premium
7716	Firefighters (not Volunteers) Non Smoking	3,810,798	8.18	\$311,723	4,094,011	9.69	\$396,710
8810	Clerical Office Employees	71,761	0.82	\$588	73,914	0.74	\$547
9411	Elected or Appointed Officials	18,200	0.56	\$102	18,200	0.51	\$93
	Manual Premium			\$312,413			\$397,350
	Experience Mod		0.83	-\$53,110		0.81	-\$75,497
	Deductible Credit (\$10,000 Ded)		10.50%	-\$27,227		7.50%	-\$24,139
	Premium Discount			-\$27,982			-\$35,426
	TOTAL			\$204,094			\$262,288

Budget Impact:

The worker's compensation renewal premiums for 2022 is within our budgeted amount of \$267,422.

Recommendation:

Remain at the \$10,000 deductible level for the Worker's Compensation coverage and authorize staff to make payments in accordance with the premium renewal notices.

Attachment:

Insurance Policy Renewal Information

Worker's Compensation Claims and Costs Related to PTSD

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000

SOUTH METRO FIRE DEPARTMENT
1650 HUMBOLDT AVENUE
WEST SAINT PAUL, MN 55118-3905

Agreement No.: WC 1001100_Q-6
Agreement Period:
From: 01/01/2022
To: 01/01/2023

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

Manual Premium		397,350
Credit	0.81	-75,497
Standard Premium		321,853
Deductible Credit	0.00%	0
Premium Discount		-35,426
Net Deposit Premium		\$286,427
Adjustment for Commission*		0
Total Net Deposit Premium		\$286,427

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:
00388 Winona Agency Inc
Po Box 919
Winona, MN 55987-0919

Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1.	<input type="checkbox"/>	Regular Premium Option	<u>Net Deposit Premium</u>	<u>Commission Adjustment</u>	<u>Total Net Deposit Premium</u>
			286,427	0	286,427

2. ☐ **Deductible Premium Option**
 Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 321,853. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	<u>Deductible per Occurrence</u>	<u>Premium Credit</u>	<u>Credit Amount</u>	<u>Net Deposit Premium</u>	<u>Commission Adjustment</u>	<u>Total Net Deposit Premium</u>
<input type="checkbox"/>	\$250	0.70%	-2,253	284,174	0	284,174
<input type="checkbox"/>	\$500	1.20%	-3,862	282,565	0	282,565
<input type="checkbox"/>	\$1,000	2.00%	-6,437	279,990	0	279,990
<input type="checkbox"/>	\$2,500	3.50%	-11,265	275,162	0	275,162
<input type="checkbox"/>	\$5,000	5.00%	-16,093	270,334	0	270,334
<input type="checkbox"/>	\$10,000	7.50%	-24,139	262,288	0	262,288
<input type="checkbox"/>	\$25,000	12.00%	-38,622	247,805	0	247,805
<input type="checkbox"/>	\$50,000	16.50%	-53,106	233,321	0	233,321

3. ☐ **Retrospective Rates Premium Option**

	<u>Retro-Rated Minimum Factor</u>	<u>Est. Minimum Premium</u>	<u>Retro-Rated Maximum Factor</u>	<u>Est. Maximum Premium</u>
<input type="checkbox"/>	0.346 %	111,361	1.300 %	418,409
<input type="checkbox"/>	0.296 %	95,268	1.500 %	482,780
<input type="checkbox"/>	0.219 %	70,486	2.000 %	643,706

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature	Title	Date
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**Notice of Premium Options for Standard Premiums of \$300,000 - \$500,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

REMUNERATION	RATE	CODE	DESCRIPTION	EST. PREM
4,094,011	9.69	7716	FIREFIGHTERS (NOT VOLUNTEER)NON SMOKING	396,710
73,914	0.74	8810	CLERICAL OFFICE EMPLOYEES NOC	547
18,200	0.51	9411	ELECTED OR APPOINTED OFFICIALS	93
Manual Premium				397,350

Worker's Compensation Claims and Costs Related to PTSD



Public safety post-traumatic stress disorder (PTSD) claims have had significant cost implications for the League of Minnesota Cities Insurance Trust, resulting in higher-than-average premium rate increases over the last several years.

Since PTSD claims first became compensable in 2013, they have risen to a point where they're currently making up **about 30%** of the Trust's annual claim costs, with most of that arising from police claims.

For 2022,

workers' compensation rates for many members will increase, but an overall decrease in 2022 property/casualty rates combined with the **\$15 million** dividend that will be returned to members will help offset rising workers' compensation premiums.



If LMCIT didn't need to fund for projected PTSD costs,

it would be able to decrease rates about **25%** for 2022.

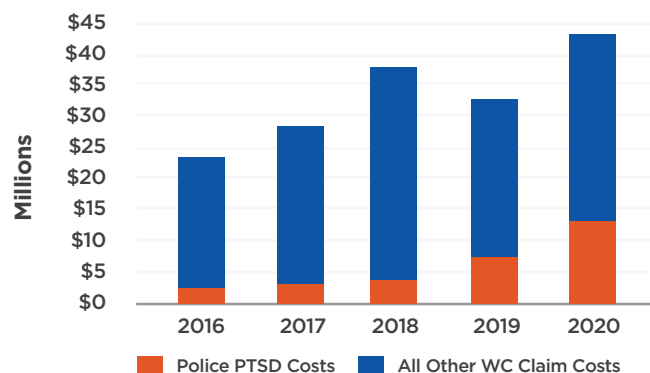


Since 2013,

the Trust has incurred roughly

\$36,000,000

in PTSD claim costs.



PTSD has become an increasingly larger portion of worker's compensation annual incurred costs



(as of 6/30/2021)



PTSD is not a sign of weakness and can be successfully treated. Improper treatment or incorrect diagnosis can prolong suffering and end a promising career.



Public safety departments are facing a tighter job market, making it all the more important to successfully treat and retain high-performing individuals through a supportive work and social environment.

Through education resources and advocacy the Trust will continue to partner with members and all relevant stakeholders to stabilize workers' compensation claims and costs related to PTSD. You can help in several ways. Begin by visiting <https://www.lmc.org/ptsd-mental-health-toolkit/>

The Trust addresses PTSD and other health issues through:

Web resources

Online training (PATROL)

Safety and Loss Control Workshops

Regional meetings and discussions during member visits

PTSD and Mental Health Toolkit for police chiefs and administrators that covers topics such as prevention strategies, therapeutic responses, and mental health programs

A Duty Disability Group formed among law enforcement community stakeholders that work with the League's Intergovernmental Relations team to identify a workable state legislative PTSD disability funding solution without ties to the state's workers' compensation system





SOUTH METRO FIRE DEPARTMENT

1650 Humboldt Avenue • West St. Paul MN 55118

Phone: (651) 552-4176 • FAX: (651) 552-4195

www.southmetrofire.com

DATE: February 16, 2022

TO: President and Board

From: Mark Juelfs, Fire Chief

RE: Par360 Contract Renewal

Summary:

The mental health of firefighters continues to be a significant concern within the fire service. Mental health issues (PTSD) are a leading cause of medical retirements within public safety. South Metro took a proactive approach to ensuring our Firefighters mental health concerns are addressed by adding the PAR360 program in 2020. The one-year contract signed in June of 2020, which was extended for six months at no cost to the department, expired at the end of November 2021. To ensure that South Metro continues to address and make progress in the realm of Firefighter mental health, I am proposing signing another one-year contract with Blue Peak Consulting to continue providing the PAR360 program to our Firefighters. PAR360 provides:

- Direct access to mental health experts
- Monthly and/or Bi-Monthly conference calls
- Yearly in person training for Chiefs and Chief Officers
- List of vetted providers
- Educational resources for how to recognize warning signs
- Yearly training for spouses & family members
- Online resilience training for all department members
- Access to Facebook page to answer questions, get additional support and learn from others
- Annual mental health check-ups

The only changes to the previous contract were to update the effective dates and pricing.

Budget:

The board approved the 2022 budget in December with monies dedicated to mental health evaluations and training. The budget supports the contract amount of \$17,010.

Recommendation:

Approve the contract with Blue Peak Consulting LLC

Attachment:

Blue Peak Consulting LLC Contract



BLUE PEAK CONSULTING

SERVICES AGREEMENT

This Agreement is entered into and effective as of this 1st day of December 2021 (the “Effective Date”), by and between South Metro Fire Department, a joint powers agency (“SMFD”), having an address of 1650 Humboldt Ave, West St. Paul, MN 55118 and Blue Peak Consulting, L.L.C., a Minnesota limited liability company (“Consultant”), having an address of 1640 Hampshire Ave North, Golden Valley, MN 55427.

WHEREAS, Consultant is a license psychologist in the State of Minnesota who has the experience, knowledge, and training to counsel and treat soldiers, veterans, policer officers, fire fighters, and other emergency responders; and

WHEREAS, SMFD does endeavor to engage the services and assistance of a third-party consultant to provide mental health and resiliency services to employees and staff of SMFD;

NOW, THEREFORE, in consideration of SMFD retaining Consultant to provide mental health services, it is agreed as follows:

1. SCOPE OF SERVICES

SMFD hereby retains the Consultant to provide Services in the area of mental health and resilience (the “Services”).

(a) The Services shall include the following:

- i. **Chief** - Chief consultation with a direct line to mental health experts.
- ii. **Chief Calls** - Chief monthly training conference calls with Dr. Gavian to discuss current fire service issues.
- iii. **Facebook** - Access to a confidential Facebook page to answer questions, get additional training and learn from others.
- iv. **Family** – Training & resources for family members.
- v. **Provider List** - List of vetted providers with expertise in first responders.
- vi. **Training** - 5 Training Sessions per year (initial roll out plus 4 special topics)
- vii. **Training Modules** - Online resilience training modules for all department members.
- viii. **Warning Signs** - Resources for how to recognize the warning signs in themselves and others.
- ix. **Discount** - Discounted rate for additional services per request (e.g., Individual Resilience Pre-Plan meetings).
- x. Individual Resilience pre-plans **(add-on)**

(b) Additional Services, beyond those described above, will require additional fees to be discussed and agreed upon by the parties.



BLUE PEAK CONSULTING

2. SMFD DUTIES

- (a) Compensation: In consideration for the Services provided by Consultant to SMFD as set forth in paragraph 1 above, SMFD agrees to pay Consultant a fee of \$17,010 (the “Fee”) to be paid in quarterly installments of \$4,252.50, the first installment payable within 30 days from execution of this Agreement and every 3 months thereafter. Consultant’s obligation to render Services hereunder is conditioned upon SMFD’s payment of said Fee on a timely basis.
- (b) Tools to be Provided by SMFD: SMFD agrees to provide all tools, information, and documentation that may be required by Consultant to effectively perform said responsibilities in connection with the performance of Services. SMFD shall provide laptop, or other mechanism in which to project power point presentation materials, as well as a microphone and water for any in-person educational training events, at SMFD’s expense.

3. TERM

This Agreement shall commence on the Effective Date and shall terminate on November 30, 2022 or cancellation by either party in accordance with paragraph 4, whichever occurs first.

4. CANCELLATION

Except as provided in Section 8, SMFD may cancel this Agreement for any reason by providing 30 days’ written notice to the Consultant. Consultant shall be paid for any unpaid work, if any, prorating the compensation rate in paragraph 2 within 15 days of cancellation. Consultant may cancel this Agreement for any reason by providing 30 days’ written notice to SMFD.

5. NO GUARANTEES

Consultant cannot guarantee the outcome of Services and Consultant’s comments about the outcome are expressions of opinion only. Consultant makes no guarantees other than that the Services described in Paragraph 1(a) shall be provided to SMFD in accordance with the terms of this Agreement. SMFD acknowledges that Consultant cannot guarantee any results for Services and such outcomes are based on subjective factors that cannot be controlled by Consultant.

In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant’s undertaking herein or its performance of Services.

6. CONFIDENTIALITY

- (a) SMFD Information: Any and all SMFD information and data of a confidential nature, including but not limited to any and all personnel data or medical data (hereinafter referred to as “Confidential Information”), shall be treated by Consultant in the strictest confidence and not disclosed to third parties or used by Consultant for any purpose other than for providing SMFD with the Services specified hereunder. Upon request, Consultant hereto will promptly return or destroy all documents containing Confidential Information and delete all electronic records of or containing the same.



BLUE PEAK CONSULTING

- (b) Data Practices Compliance. All data collected by the Consultant pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13.

7. INDEPENDENT CONTRACTOR

- (a) Independent Contractor Relationship: This Agreement shall not render Consultant an employee, partner, agent of or joint venturer with SMFD for any purpose. Consultant is and will remain an independent contractor in its relationship to SMFD. Consultant is or remains open to conducting similar tasks or activities for entities other than SMFD and holds itself out to the public to be a separate business entity. Consultant shall retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Agreement. Consultant shall be responsible to the ownership and management of SMFD, but Consultant will not be required to follow or establish a regular or daily work schedule, however Consultant will be available pursuant to the Services listed in paragraph 1(a). Consultant will not rely solely on the equipment or offices of SMFD for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Consultant regarding Services performed for SMFD shall be considered a suggestion only, not an instruction. SMFD retains the right to inspect, stop or alter the work of Consultant to assure its conformity with this Agreement and SMFD needs. Consultant and SMFD agree to conform to any and all IRS tests necessary to establish and demonstrate the independent contractor relationship between SMFD and Consultant.
- (b) Taxes & Benefits: Consultant will be responsible for filing its own tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. SMFD shall not be responsible for withholding taxes with respect to Consultant's compensation. Consultant shall have no claim against SMFD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

8. FORCE MAJEURE

Neither party is liable for failure or delay in performance of the party's obligations under said Agreement if such failure or delay in performance is as a result of causes and/or circumstances beyond the party's reasonable control and without its fault or negligence. Such Force Majeure events include but are not limited to accident, illness, Acts of God (including death, fire, flood, earthquake, storm, hurricane, or other natural disaster) or of the Public Enemy, acts of war, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or lack of funding, failure of electricity or telephone service.

Should any such occurrence impede or delay travel and execution of any obligation under said Agreement, every reasonable effort will be made by both parties to mitigate, modify or alter said Agreement as to meet their stated and agreed upon obligations.

Either party may terminate this Agreement effective immediately without 30 days' notice for a Force Majeure event and Consultant will reimburse SMFD a prorated refund of the Fee within 30 days of the effective date of termination.



BLUE PEAK CONSULTING

9. WARRANTIES

- (a) Consultant's Warranties: Consultant represents, warrants and covenants that Consultant has full authority to enter into this Agreement and that all of the Services, will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable and qualified personnel.
- (b) SMFD's Warranties: SMFD represents, warrants and covenants that SMFD has full authority to enter into this Agreement and has or will obtain, during all times relevant hereunder, all of the necessary consents, rights, licenses, clearances, releases or other permissions to lawfully consummate the transactions and lawfully discharge, in all material respects, each and every of SMFD's obligations or duties set forth hereunder, whether performance is due now or hereafter during the Term.

10. LIMITATION OF LIABILITY

With regard to the Services to be performed by the Consultant pursuant to the terms of this Agreement, the Consultant shall not be liable to SMFD, or to anyone who may claim any right due to any relationship with SMFD, for any acts or omissions in the performance of Services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. SMFD and its SMFDs, agents, employees, heirs or assigns shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the Services rendered to SMFD pursuant to the terms of this Agreement or in any way connected with the rendering of Services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction. The Services provided by Consultant DO NOT create a doctor-patient or therapist-patient relationship. Information provided DOES NOT create a doctor-patient or healthcare practitioner-patient relationship between SMFD employees and Consultant or its personnel.

11. EFFECT OF HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

12. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous Agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.



BLUE PEAK CONSULTING

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. ASSIGNMENT

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that neither party may assign any of its rights under this Agreement, except to a wholly owned subsidiary entity, without the written consent of the other party.

15. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or 3 calendar days after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Consultant at:	Blue Peak Consulting, LLC 1640 Hampshire Ave N. Golden Valley, MN 55427
To SMFD at:	South Metro Fire Department 1650 Humboldt Ave West St. Paul, MN 55118
With Copy to:	South Metro Fire Department Attorney LeVander, Gillen & Miller, P.A. C/O Korine Land 633 South Concord Street, Suite 400 South St. Paul, MN 55075

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

16. GOVERNING LAW; VENUE; MEDIATION; ARBITRATION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Minnesota as applied to contracts that are executed and performed entirely in Minnesota.

17. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.



BLUE PEAK CONSULTING

18. SIGNATURES

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

Consultant:

Blue Peak Consulting, L.L.C.,
a Minnesota limited liability company

Signed: _____

Name: Margaret Gavian

Title: Owner

Client:

South Metro Fire Department
a joint powers agency under Minn. Stat. § 471.59

Signed: _____

Name: Wendy Berry

Title: President