August 12, 2015

MESB Executive Committee

MEETING NOTICE

The next meeting of the Metropolitan Emergency Services Board Executive Committee will be held on
Wednesday, August 12, 2015 at 10:00 AM

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

Please call 651-643-8381 to confirm your attendance.
August 12, 2015

***10:00 AM***

1. **Call to Order** (Comm. Sivarajah)

2. **Approve Agenda** (Comm. Sivarajah)

3. **Approval of Minutes** (Comm. Sivarajah)
   - June 10, 2015

4. **Issues and Action Requests**
   A. Radio TOC (Jill Rohret)
      1. Approval of Anoka County Console Upgrade/Addition
   B. EMS TOC (Ron Robinson) – None
   C. 9-1-1 TOC (Pete Eggimann) – None
   D. 2015 Audit Engagement Letter (Jill Rohret)
   E. Changing Board Credit Card Vendor (Jill Rohret)
   F. PERA Phased Retirement (Jill Rohret)
   G. New MESB Policy 024 – Wireless Devices (Jill Rohret)
   H. Amended MESB Policies (Jill Rohret)
      1. Policy 001 – Board Policies
      2. Policy 002 – Officer Succession
      3. Policy 003 – Bylaws (Discussion Only)
      4. Policy 004 – Per Diem
      5. Policy 016 – Oath of Office
      6. Policy 017 – Conflict of Interest
      7. Policy 019 – Gift Acceptance
      8. Policy 020 – Government Site Leases

5. **Old Business**

6. **New Business**

7. **Adjourn**
METROPOLITAN EMERGENCY SERVICES BOARD
EXECUTIVE COMMITTEE MEETING MINUTES
JUNE 10, 2015

Commissioners Present:

<table>
<thead>
<tr>
<th>ANOKA</th>
<th>Rhonda Sivarajah - Absent</th>
<th>ISANTI</th>
<th>Greg Anderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARVER</td>
<td>Jim Ische</td>
<td>RAMSEY</td>
<td>Blake Huffman - Absent</td>
</tr>
<tr>
<td>CHISAGO</td>
<td>George McMahon</td>
<td>SCOTT</td>
<td>Barbara Marschall</td>
</tr>
<tr>
<td>DAKOTA</td>
<td>Tom Egan</td>
<td>WASHINGTON</td>
<td>Ted Bearth</td>
</tr>
<tr>
<td>HENNEPIN</td>
<td>Randy Johnson</td>
<td>MINNEAPOLIS</td>
<td>Andrew Johnson</td>
</tr>
</tbody>
</table>

Staff Present: Jill Rohret, Pete Eggimann, Kelli Jackson, Ron Robinson, Martha Ziese

1. CALL TO ORDER
Meeting was called to order at 10:00 by MESB Secretary, Commissioner George McMahon.

2. Approval of Agenda and Minutes from February 11, 2015
Motion made by Commissioner Bearth, seconded by Commissioner Egan to approve the February
11, 2015 minutes and the June 10, 2015 agenda with the change that Item 6. A. be moved ahead of
Item 3. Motion carried.

3. Ratification of Executive Director Offer/Contract for Jill Rohret
Motion made by Commissioner Egan, seconded by Commissioner Bearth to ratify offer and
contract for Jill Rohret as Executive Director of the Metropolitan Emergency services Board.
Motion carried.

4. MESB TOC Issues and Action Requests
A. Radio TOC (Jill Rohret)
   1. Approval of Isanti County Console Upgrade/Addition
      Motion made by Councilmember Johnson, seconded by Commissioner Anderson to recommend
      the MESB approve the Isanti County console upgrades and addition. Motion carried.

B. EMS TOC (Ron Robinson)
   1. Acceptance/Approval of FY 2016-2017 EMSRB Grant
      Motion made by Commissioner Bearth, seconded by Commissioner Johnson to recommend the
      MESB accept and approve the 2016-2017 EMSRB Grant. Motion carried.

C. 9-1-1 TOC (Pete Eggimann)
Pete Eggimann told members that the MESB’s GIS work with Hennepin County has been
recognized nationally. This has been a four year shared centerline project which reconciled
information in the 911 database against the county’s GIS information. They are now
working on address points. The ultimate goal is to have a regional GIS dataset that not only
meets the NG 911 needs but can be used by multiple and varied county and city
departments and will result in one dataset to maintain.
D. Draft 2016 Budget
Jill Rohret presented members with a draft of the 2016 budget and highlighted the following:

- The draft will be on the Board agenda next month; action there will set the maximum assessments that can be levied for 2016.
- The budget reflects an overall 3% increase in operating expenses. Some of the reasons for the increase include:
  - 3% merit increase for staff
  - 6% increase in benefits (includes the increase in the OPEB liability)
  - 33% increase due to EMS Coordinator salary portion shifting over from grant (fully incorporated in 2018)
  - 8% increase in contract services
  - 37% increase in Communications/IT (2017 there will be additional IT expenses)
- 4.41% increase in assessments, partly due to the reduction in the amount of interest revenue to reflect actual returns from the past couple of years.

Commissioner Marschall asked if it had been explored if a cell phone plan would be a better choice than personal cell phone reimbursement.

Councilmember Johnson asked why Minneapolis' assessments were reduced in 2016, when all other members increased.

Rohret responded that assessments are done based on population for board administration. Minneapolis' assessment went down not because its population is decreasing, but because some of the other counties grew faster which caused a shift in population. Additionally, Minneapolis only pays directly for radio administration, and that portion of the budget was reduced slightly.

Rohret noted that the Board could choose to leverage interest from the investment fund to lower assessments if it wished.

*Motion made by Commissioner Ische, seconded by Commissioner Bearth to refer this budget draft version to the full board for approval. Motion carried.*

Rohret asked members for recommendations on a matter of medical benefits for a temporary employee.

*Motion made by Commissioner Egan, seconded by Councilmember Johnson to extend an offer of medical benefits to the temporary employee. Motion carried.*

Rohret advised members that she will bring some new and revised policies to future Executive Committee meetings for discussion.

8. ADJOURN

Next meeting: August 12, 2015
Metropolitan Emergency Services Board

MEETING DATE: August 12, 2015
PRESENTED BY: Rohret
AGENDA NUMBER: 4A1. Approval of Anoka County Request for Consoles Upgrade and Addition

RECOMMENDATION
The Radio TOC recommends the Executive Committee recommend approval of the Anoka County request to upgrade its current consoles and add two consoles.

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

ISSUES & CONCERNS
Anoka County is requesting to upgrade its current nine Gold Elite consoles to meet this requirement. Anoka County would also like to add two additional consoles at its PSAP. The two additional consoles brings Anoka County to eleven operational positions; an additional console will be installed for patching purposes. They will use 11 ports on four Conventional Channel Gateways (CCGWs) and will eventually turn back IDs; the current IDs will be used during the transition to new subscriber radios.

FINANCIAL IMPACT
None to the MESB.

MOTION BY:  
SECONDED BY:  
MOTION APPROVED:  
___ YES  ___ NO

MOTION:  

3
Participation Plan Amendment

Anoka County is formally requesting approval of an amendment to its participation plan for the replacement of its current Gold Elite dispatch consoles to the new MCC7500 console. Currently Anoka County operates 9 dispatch positions. We will be increasing our console count to 11 MCC7500 consoles plus one patch console. To connect conventional resources we will be adding 3 four port CCGWs and 1 eight port CCGW. These will be used for backup control stations, fire paging and weather audio. Initially we will utilize 11 ports but will have the capability of utilizing 20 ports. Anoka County will also be purchasing an AIS and a firewall for our logging solution.

I have met with MnDOT and discussed the T1 plan for the migration and final operation. They have agreed that we will be turning back 4 of the 6 T1s that are currently being used.

In summary we will be increasing our console count from 9 to 11 consoles plus 1 patch position, 4 T1s will be turned back to MnDOT and our CCGW capability will be 20 CCGW ports. At this current time we will not be looking to turn back any radio IDs to MnDOT as we are looking to utilize them for our transition when we start changing subscriber models over the next few years.

Respectfully,

Jake Thompson

Emergency Dispatching for Sheriff, Police and Fire Departments in Anoka County
Radio Shop  ▲  13595 Hanson Blvd NW ▲  Andover, MN 55304
Office: 763-450-4580 ▲  Fax: 763-755-2035 ▲  www.anokacounty.us
Affirmative Action / Equal Opportunity Employer
Anoka County, Minnesota Dispatch Console
Dispatch Center

To 4 APX Consoles
To 1 WX Audio
GGM8000 8 Port CCGW
Located in Penthouse

Penthouse

Customer Supplied Fiber Circuits

GGM8000 4 Port CCGW

To Water’s Edge Master Site (Core)

To 3 APX Consoles
To Optional Logging Recorder
To Customer Supplied Switches and Sensors

GCP 8000
Conventional Site Controller

PSAP

Existing Network Management Terminal
MCC 7500 Dispatch Console #1
MCC 7500 Dispatch Console #2
MCC 7500 Dispatch Console #3
MCC 7500 Dispatch Console #4
MCC 7500 Dispatch Console #5
MCC 7500 Patch Position Table Top

SSG 140 Firewall
SOM5000 AUX I/O

Note:
- Operators equipped with four speakers.
- Monitors supplied by customer.
- 12 Dual Band APX control stations included.
- No antennas, feed line, or combiners included.
- Equipment housed in two 7 foot racks.
3.15 RACK DRAWINGS

![Rack Drawings Image]

**NOTE:**
- Equipment in 7 foot racks.
- No racks are supplied for Lino Lakes and Andover sites.
- Fiber MUX by customer.

ANOKA COUNTY, MINNESOTA
MCC7500 CONSOLE
RACK FACE

ENGINEER: RICHARD HOFFMAN
FILE: ANOKA_RACKFACE_V2_V5D
DATE: 01-28-2015

MOTOROLA SOLUTIONS Confidential Restricted
Anoka County, Minnesota Dispatch Console
Lino Lakes Prime Site

Note:
- Operators equipped with four speakers.
- Monitors supplied by customer.
- 12 Dual Band A/V control stations included.
- No antennas, feed line, or combiners included.
- Equipment housed in two 7 foot racks.
RECOMMENDATION
The Executive Director recommends the Executive Committee discuss the 2015 Audit Engagement Letter and authorize the Board Chair to sign the letter.

BACKGROUND
Each year the MESB receives an audit engagement letter from Redpath and Company for its audits. In the past, the only signature required was the Executive Director’s.

ISSUES & CONCERNS
For the 2015 audit engagement letter, the Redpath partner assigned to the MESB included a Governance Signature in addition to the Executive Director’s signature on the letter.

The costs listed in the letter are as follows:

- Audit $20,000
- Accounting Services $0 – 4,100
- OPEB Determination $500

These costs are in alignment with what was included in the 2016 budget, approved by the Board on July 8, 2015.

FINANCIAL IMPACT
The costs listed in the 2015 audit engagement letter are in alignment with what was included in the MESB’s 2016 budget.
July 13, 2015

To the Board of Directors
Metropolitan Emergency Services Board
Metro Counties Government Center
2099 University Avenue W., Suite 201
St. Paul, MN 55104-3431

We are pleased to confirm our understanding of the services we are to provide the Metropolitan Emergency Services Board for the year ended December 31, 2015.

**Audit Services**

We will audit the financial statements of the governmental activities and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of the Metropolitan Emergency Services Board as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Metropolitan Emergency Services Board’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Metropolitan Emergency Services Board’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Budgetary Comparison Schedule(s), if applicable
3. Pension related RSI (GASB 68)
4. Schedule of Funding Progress – Other Postemployment Benefit Plan
Nonaudit Services
As part of this engagement, we will also provide the following assistance:

- Preparation of draft financial statements, footnotes and schedules.
- Accounting services, including cash-to-accrual assistance, as requested.
- Assistance with calculation of OPEB liability

Audit Objectives
The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the minimum procedures for auditors as prescribed by M.S. 6.65, and will include tests of accounting records of the Metropolitan Emergency Services Board, and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Metropolitan Emergency Services Board’s financial statements. Our report will be addressed to the Board of Directors. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also include a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Metropolitan Emergency Services Board is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.
Management Responsibilities

Management is responsible for the financial statements, and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of the information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures - General**

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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether 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. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.
Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including 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. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.
Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Metropolitan Emergency Services Board’s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Minnesota Legal Compliance Audit Guide for Political Subdivisions requires that we test whether the auditee has complied with certain provisions of Minnesota Statutes. Our audit will include such test of the accounting records and other procedures as we consider necessary in the circumstances.

Audit Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Metropolitan Emergency Services Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Redpath and Company, Ltd. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to grantor agency(ies), a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Redpath and Company, Ltd. personnel. Furthermore, upon
request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agency(ies). If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our base audit fee for these services plus out-of-pocket costs (such as courier fees) are estimated as follows, except that we agree that gross fees will not exceed the following:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit and financial statement preparation</td>
<td>$20,000</td>
</tr>
<tr>
<td>Accounting services</td>
<td>$0 - $4,100</td>
</tr>
<tr>
<td>OPEB calculation assistance</td>
<td>$500</td>
</tr>
</tbody>
</table>

The above fees are based on the anticipated scope of services and on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encouraged during the audit. An increase in the scope of service will necessitate an addendum (change order) to this agreement. Examples of an increase in the scope of service include significant changes in your operations, new contractual agreements, new accounting and auditing standards, indications of fraud or abuse, incomplete, inaccurate or piecemeal accounting records, or turnover in your staff.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.
We appreciate the opportunity to be of service to Metropolitan Emergency Services Board and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

REDDPATH AND COMPANY, LTD.

Peggy A. Moeller, CPA

**Response**

This letter correctly sets forth the understanding of the Metropolitan Emergency Services Board.

Management signature: ____________________________  Governance signature: ____________________________

By: ____________________________  By: ____________________________

Title: **Executive Director**  Title: ____________________________

Date: **7/14/15**  Date: ____________________________

**Nonaudit Services:**

The individual assigned to oversee nonaudit services is the Financial Services Specialist unless otherwise indicated below.

☐ Other Individual (Name and Title) ____________________________
RECOMMENDATION
The Executive Director recommends the Executive Committee approve changing the Board’s credit card vendor from Elan Credit Services to U.S. Bank, and give Board Counsel and the Executive Director approval to sign documents relating to the change.

BACKGROUND
For many years, most MESB staff members have had a Board credit card issued by Elan Credit Services, primarily used when travelling, but also for meeting parking expenses or other meeting expenses (such as refreshments). Lately, staff has been also making automatic payments via the credit card, such as for some radio site utility bills. The following staff positions have credit cards: Executive Director, Administrative Assistant, Director of 911 Services, EMS Coordinator, GIS Coordinator, Radio Services Coordinator, and the 911 Coordinator. The last two positions are currently vacant, though the Radio Services Coordinator position will be filled on August 31.

ISSUES & CONCERNS
The credit limit on the account was based on the Executive Director’s credit, rather than being a function of the Board’s finances. Over the last several years the issuer has increased the Board’s credit limit, more than tripling it. The limit has become high enough current staff has issues qualifying for such a limit ($50,000).

The MESB is a member of the State of Minnesota’s Cooperative Purchasing Venture (CPV). As a member of this, we are eligible to apply for a purchasing card through the Minnesota CPV and U.S. Bank. This account would be based on the Board’s finances, rather than the Executive Director’s finances.

It is intended that the current purchasing limits will be retained, as will all policies related to the use of the cards.

FINANCIAL IMPACT
None to the MESB.
RECOMMENDATION
The Executive Director recommends the Executive Committee discuss implementing the PERA Phased Retirement option. Should the Executive Committee decide to implement the option, action will be required.

BACKGROUND
Legislation passed in 2009 created a phased retirement option for Coordinated and Basic PERA members. This retirement option is at the discretion of the employer. Most metro counties have voted and made determinations as to whether this will be an option for their employees; the MESB has made no such determination.

ISSUES & CONCERNS
Phased retirement requires the PERA member to be at least 62 and a vested PERA member. The employee must have worked a minimum of 1,044 hours in each of the five years immediate preceding the offer of a phased retirement.

Phased retirement requires the employee to reduce his hours by at least 25% and cannot exceed working 1,044 hours per year (this equates to working half time or less). A phased retirement agreement must be executed; the term of the agreement is one year, with the ability to renew for an additional year. Phased retirements cannot last longer than five years.

Once in a phased retirement, neither the employee nor the employer are required to make future PERA contributions.

Phased retirement is only being offered by PERA through June 30, 2019. The program is optional and at the employer’s discretion.

FINANCIAL IMPACT
The MESB would have to enroll the participating employee in PERA’s exempt plan and report these individuals on the salary deduction report. The MESB would also have to report once the phased retirement agreement has been concluded or when the employee fully retires.

MOTION APPROVED:

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MOTION:

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The procedure

Phased retirement requires a written agreement between you and the PERA-covered employer offering you the option. You must file both a Phased Retirement Agreement form and an Application for PERA Retirement Benefits with PERA. All other PERA benefit and application requirements must be met.

If your phased retirement agreement is not renewed, your employer must report your termination of public employment to PERA. You may not return to work for your employer or another PERA-covered employer for a minimum of 30 days. If you later rejoin PERA-covered employment and are under Social Security’s full retirement age, you will be subject to PERA’s annual earnings limit.

Not for retirees

Phased retirement is not available to PERA members who are already receiving a retirement benefit. Retirees who return to PERA-covered work remain subject to the Association’s earnings limits.

Sunset

Currently, the phased retirement option is set to end on June 30, 2019. Until then, PERA will be evaluating the program’s effectiveness and its impact on the pension fund. Continuation of the option would require legislative action.

This document is available in alternative formats to individuals with disabilities by calling 1 800 652-9026 or through the Minnesota Relay Service at 1 800 627-3529.

This publication is intended to provide general information; the rights and obligations of PERA members are governed by state and federal laws, rules and regulations. The Minnesota Legislature or the federal government may change the statutes, rules and regulations governing PERA at any time. If there is a discrepancy between the law governing PERA and the information contained in this pamphlet, the statutes and regulations shall govern.
PHASED RETIREMENT: An option for Coordinated members age 62 and over

If you, as a Coordinated member, are age 62 or over, you may be able to ease into retirement under something called a Phased Retirement. This option is entirely at the discretion of your employer.

Under legislation passed in 2009, PERA’s normal termination requirements and earnings limits are waived if you meet the requirements of the special provision.

Requirements
- To qualify, you must be age 62 or over and a vested member of PERA. You must also have worked a minimum of 1,044 hours in each of the five years immediately preceding the offer of a phased retirement by your employer or another PERA-covered employer.
- You must agree that your hours of work will be reduced by at least 25 percent and will not exceed 1,044 hours per year.
- The initial phased retirement agreement cannot exceed one year. However, it may be renewed for up to an additional year. The total period of phased retirement may not exceed five years.
- You and your employer (or a new PERA-covered employer) must sign a Phased Retirement Agreement form provided by PERA. This is used in place of PERA’s normal Termination Verification form.

The benefits of the plan
- Normally, in order to receive a pension, members must formally terminate employment and have no prior agreement, either verbal or written, that they will be reemployed at a later date. In addition, there must be a minimum 30-day break in public service (paid or unpaid) if a member does return to work for a PERA-covered employer. Members who return to PERA-covered employment are subject to earnings limits if they are under Social Security’s normal retirement age—exceeding the limits results in a reduction of the PERA pension. These restrictions are eliminated under phased retirement. You will receive the full PERA pension you have earned, based upon your years of service, age at retirement, and high-five average salary.

In addition, neither you nor your employer are required to make future contributions to PERA. Since you are now receiving a pension, all further accrual of service credit or adjustment of the high-five average salary ceases.

Employer’s discretion
- Your employer is under no obligation to offer you a phased retirement or to renew any agreement that is made. You should also investigate the impact a reduction of hours may have on your other employee benefits.

(Continued on reverse side)
Metropolitan Emergency Services Board

MEETING DATE:  August 12, 2015
PRESENTED BY:  Rohret
AGENDA NUMBER:  4G.
Draft MESB Policy 024 – Wireless Devices

RECOMMENDATION
The Executive Director recommends the Executive Committee approve new MESB Policy 024 – Wireless Devices.

BACKGROUND
The Metropolitan Emergency Services Board has established 23 policies ranging from the succession of Board officers to a gift acceptance policy to an insurance deductible policy. Many of the policies were derived from the Metropolitan 911 Board and were established 1997-1998; others were approved and implemented later, including after the merger of the Metropolitan 911 Board and the Metropolitan Radio Board in 2005. Most of the policies were updated after the merger and the creation of the MESB, but the updates primarily focused on the name change and little to no substantive changes have been made.

ISSUES & CONCERNS
The MESB’s auditors, Redpath & Company, have recommended the MESB implement a wireless device policy which details whether or not an employee may be eligible for a wireless device stipend and how much the stipend may be.

Staff researched wireless device policies from each of the MESB member agencies, as well as the Metropolitan Airports Commission and the Metropolitan Council. All of the policies allow for either agency-issued devices or reimbursement/stipends for personally-owned devices. Two entities only allowed agency-issued devices; all others allowed a combination of agency-issued and personally-owned devices.

Employees must demonstrate a need for wireless devices to be used for business purposes in order to receive a wireless device stipend.

Reimbursement/stipend amounts varied widely across agencies. When drafting the draft MESB policy, staff used an average of the other metro agencies’ amounts. The draft MESB policy includes a maximum of $55/month stipend for use of personal smartphones (voice and data/email) for business use. If the employee demonstrates a need for voice-only stipends, the amount of the stipend would be lower than $55. It is unlikely that an MESB employee would wish voice-only services, thus this option is not explicitly enumerated in the policy. The draft policy includes a $40/month stipend for those employees which use tablets (data only) for business use.

The policy requires the employee to pay the monthly service plan, and be responsible for any amount over and above the stipend amount.

FINANCIAL IMPACT
The MESB currently reimburses employees for cell phones, thus the expense is already in the budget.

MOTION BY:  
SECONDED BY:  
MOTION APPROVED:  
_____ YES  _____ NO

MOTION:
Purpose: The intent of this policy is to establish clear guidelines for the appropriate acquisition, management and reimbursement of wireless devices and service. The Metropolitan Emergency Services Board recognizes the need for wireless devices to conduct its business.

All wireless devices used to access any information related to MESB business and the content of the wireless device are subject to discovery by the MESB and/or other third parties in compliance with Minnesota’s Government Data Practices Act, or such other applicable federal or state laws or regulations.

Definitions: Wireless devices include all cell phones, smartphones, tablets or any other electronic device capable of wireless communication.

Smartphones are cellular phones that perform many of the functions of a computer, typically having a touchscreen interface, Internet access, and operating systems capable of running downloaded applications.

Tablets are mobile computers with touchscreen interface, Internet access and operating systems capable of running downloaded applications.

Policy: The Executive Director will determine which positions require the use of a wireless device as determined by the following criteria:

1. Employee frequently travels for MESB business; and/or
2. Employee frequently attends off-site meetings; and/or
3. Employee frequently needs to maintain communications while off-site.

The authorized employee(s) shall complete a Wireless Reimbursement Authorization Form (see attached), which will be kept on file by the Executive Director and the Financial Services Specialist. The authorized employee(s) shall receive a monthly wireless device stipend.

If an employee wishes to use a smartphone as the chosen wireless device, the employee must purchase, activate, own, maintain and pay for the device and service plan. The MESB will provide the employee a maximum of $55.00 per month stipend; the employee will pay any costs exceeding the amount of the wireless device stipend.

If an employee wishes to use a tablet device, the Executive Director may choose have the MESB purchase the device. If employees own their own tablet and would like to use that device that would be allowed by the Executive Director. The employee would be responsible for activating, maintaining and paying for the service plan. The MESB will provide the employee a maximum of $40.00 per month stipend; the employee will pay any costs exceeding the amount of the wireless device stipend.

Employees may only receive reimbursement for one device.

MESB employees shall follow all local, state and federal regulations regarding the use of wireless devices while operating motor vehicles. The use of wireless devices while operating motor vehicles is discouraged.
When using wireless devices, employees shall continue to adhere to MESB Policies 009 – Information and Data Security Policy; 010 – Use of Internet Policy; and 011 – Access and Disclosure of E-mail Messages Policy.
MESB Wireless Device Stipend Agreement/Authorization

Employee Name: ________________________________

I agree to the following regulations regarding wireless devices:

1. I understand I will be authorized to receive a Wireless Device Stipend to be used toward the service cost of a wireless device which is used for MESB business purposes;
2. I understand the stipend will be paid to me via Washington County Financial Services;
3. I understand that I will be required to provide reliable wireless device service for all work-related needs;
4. I understand that I may be periodically required to provide billing documents for the wireless device service and if I do not provide the documents when asked the stipend may be terminated;
5. I understand my ability to receive the Wireless Device Stipend ceases if I am in unpaid leave status;
6. I understand the Wireless Device Stipend will cease immediately upon my termination of employment, whether for retirement, voluntary or involuntary reasons;
7. I understand that any current or future obligation with the wireless device service provider is exclusively my responsibility without any liability to MESB;
8. I understand I must abide by MESB policies in order to continue to receive the stipend, including, but not limited to Policy 024 – Wireless Devices; Policy 009 – Information and Data Security Policy; Policy 010 – Use of Internet and Online Services Policy; and Policy 011 – Access and Disclosure of Email Messages Policy.
9. I understand that failure to comply with this agreement may result in termination of the Wireless Device Stipend.

______________________________       ________________________________
Employee Name (print)                      Amount of Stipend Authorized

______________________________       ________________
Employee Signature                      Date

______________________________       ________________
Executive Director Signature            Date
RECOMMENDATION
The Executive Director recommends the Executive Committee approve amendments to MESB Policies 001, 002, 003, 004, 016, 017, 019, 020, and 021.

BACKGROUND
The Metropolitan Emergency Services Board has established 23 policies ranging from the succession of Board officers to a gift acceptance policy to an insurance deductible policy. Many of the policies were derived from the Metropolitan 911 Board and were established 1997-1998; others were approved and implemented later, including after the merger of the Metropolitan 911 Board and the Metropolitan Radio Board in 2005. Most of the policies were updated after the merger and the creation of the MESB, but the updates primarily focused on the name change and little to no substantive changes have been made.

ISSUES & CONCERNS
Upon reviewing the policies, it became apparent that most, if not all required some sort of amendment to reflect the current state of the MEB, of technology and of practice. Staff is in the process of reviewing all of the policies and will be presenting amendments over the course of the next several months.

The first grouping of policies are those that do not have many substantive changes.

**Policy 001 – Board Policies:** this policy contains value statements for the Board. Most of the amendments are not substantive in nature. Some of the changes take into account the changes in the EMS committee structure approved by the board in 2012, other will reflect changes in technology, such as the changes to the language regarding the role of the 911 Coordinator.

**Policy 002 – MESB Officer Succession:** this policy states the succession of MESB officers. The first change is to the title. The original title was MESB Governance Policies, rather than stating the exact subject of the policy. It is recommended to change it to MESB Officer Succession. The only other amendment occurs toward the end of the policy to accurate portray the succession process of Treasurer, Secretary, Vice Chair, to Chair.

**Policy 003 – Bylaws:** the amendments to this policy are not to amend the bylaws themselves, but to create uniformity with other policies. A policy sheet has been created and refers to the latest iteration of the bylaws. Thus if the bylaws change the policy sheet does not have to be changed. [Note: it is likely that a discussion of some possible bylaws changes will be on the December Executive Committee agenda.]

**Policy 004 – Per Diem:** this policy details how and when per diem and mileage payments will be made. The main amendment occurs in the second paragraph and removes reference to the Cost Allocation and Finance Committees.

**Policy 016 – Oath of Office:** this policy creates procedures and guidelines for administering the Oath of Office to Board members and the associated documentation. Most of the amendments are in Paragraph B and pertain to how the oath is administered. The changes are being made to reflect how the oath is administered in practice today.
Policy 017 – Conflict of Interest: this policy governs Board Member conflict of interest. Only a minor wording change was made by staff.

Policy 019 – Gift Acceptance: this policy details the gift acceptance policies for both Board Members and staff. The only amendment is a title change.

Policy 020 – Government Site Leases: the board established this policy to create guidelines for lease agreements at government-owned antenna sites. The only amendment is a change to how the radio system is referenced to reflect current language.

Policy 021 – Insurance Deductible Policy: this policy governs how and whether the MESB will pay the insurance deductible for the property (equipment) insurance policy for radio tower sites. The first amendment changes how the radio system is referenced to reflect current nomenclature. The second amendment clarifies the policy of the former Metropolitan Radio Board. The amendments in the third paragraph note the constraints the MESB would face if it were to keep the MRB’s policy in effect. The final amendment is the deletion of the final sentence because the MESB no longer uses the cost allocation formula referenced in that sentence.

**FINANCIAL IMPACT**
None.

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<tr>
<th>MOTION BY:</th>
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<th>MOTION APPROVED:</th>
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<tbody>
<tr>
<td></td>
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<td>____ YES  ____ NO</td>
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</table>

MOTION: None.
The following are hereby adopted by the Board as operating policies that will guide the actions and functions of the Board and staff.

The Board...

• supports the concept of an emergency communications system including 911, Emergency Medical Services (EMS) programming and regional radio communications planning being done at the county level with input from all agencies whose services will be available by dialing 911;

• supports the concept that there are economic and operational advantages to the counties to jointly plan, coordinate and administer the emergency communications system including 911, EMS programming and regional radio communications system in the metropolitan area region;

• will review and approve plans, grant applications or requests for funds or programs related to 911, regional radio communications or emergency medical services EMS within the seven nine county metropolitan area region;

• will review, develop, and present public information and education programs that relate to 911, radio communications and EMS functions and services in the metropolitan area region;

• will monitor the operation of the 911 system on behalf of all counties and agencies that operate Public Safety Answering Points (PSAPs);

• will recommend policies, procedures, or programs to coordinate and improve the delivery of 911 and emergency regional radio communications services in the seven nine county metropolitan area region;

• will identify and seek resolution of 911 and regional radio communications system malfunctions;

• will review, develop, and recommend standards for 911 and regional radio communications services;

• will maintain a liaison with the telephone companies telecommunications service providers of the area region in matters of 911 system design and operation, 911 tariffs, 911 database, and 911 database maintenance;

• will take actions, or recommend actions to the appropriate authorities, public and private, which are needed for the coordination and improvement of the 911, regional radio communications or EMS system within the metropolitan counties;

• will maintain a Technical Operations Committees (TOCs) to advise the Board on all 911, and regional radio communications, and EMS technical and operational matters;

• will provide services to the agencies that operate PSAPs by employing a 911 Coordinator who facilitates the maintenance of the Master Street Address Guide 911 call routing and location validation data, as well as the reporting and correction of routing and ALI display errors;

• will monitor technology for applications that may improve 911 service or public safety radio communications and will be an advocate for the use of the
technology to meet the needs as identified by the 911 TOC, EMS TOC, and regional radio planning committee, Radio TOC.

- will provide a liaison with state regulatory agencies relative to 911 and regional radio communications regulations and rules;
- will provide technical information to members of the Technical Operations Committees, EMS providers, regional radio users and PSAP coordinators;
- will provide a liaison with PSAP personnel regarding all matters relating to 911 system and database maintenance;
- will provide a liaison with regional radio system users regarding all matters related to the regional radio communications system;
- will maintain and analyze data regarding 911 system usage, malfunctions, and database issues;
- will represent the area region in liaison activities with national organizations and other agencies that operate large 911 and regional or statewide shared radio systems;
- will assist PSAP managers and regional radio system users in resolving 911 or radio operational problems when requested;
- will authorize the Executive Director to serve as a spokesperson for the Board and its activities;
- will provide advice and assistance regarding 911 and regional radio communications system matters to agencies that operate PSAPs and other units of government as requested;
- will maintain an Emergency Medical Services (EMS) Committee to advise the Board on all EMS matters;
- supports the concept that there are economic and operational advantages to the counties to jointly plan, coordinate, and administer emergency medical services EMS programming in the metropolitan area region;
- will take actions, or recommend actions to the appropriate authorities, public and private, which are needed for the coordination and improvement of emergency medical services (EMS) within the metropolitan counties;
- will serve as the contractual and financial agent for the purposes of accepting and disbursing state or federal funds under agreements with the state EMS Regulatory Board or other state or federal agencies on behalf of the metropolitan counties for regional 911, radio communications, or emergency medical services (EMS) activities;
- will develop, review, and recommend standards and procedures for emergency transportation and medical care of the patient from the scene of the an incident to the hospital including equipment for patient care in the metropolitan area counties region;
- will recommend policies, procedures, or programs to coordinate and improve the delivery of emergency medical services EMS in the seven nine county metropolitan area region as proposed by the EMS Committee TOC.
Metropolitan Emergency Services Board

Subject: Board Policies
Number: 001 Effective Date: 11-18-1998
Revision Date: 9-XX-2015

- will encourage the development of new resources and the coordination of EMS services throughout the metropolitan area region to efficiently and cost effectively respond to medical emergencies and provide a high level of patient care;
- will review, develop, and recommend standards for training of emergency services personnel, including dispatchers, first responders, emergency medical technicians, paramedics, emergency room nurses and physicians for the metropolitan area region;
- will develop, review, and recommend standards and procedures for EMS communications, including, but not limited to use of the assigned emergency medical services radio frequencies regional radio communications system within the seven nine county metropolitan area region;
- will make recommendations for improvements to EMS services in the seven nine county area region.
Metropolitan Emergency Services Board Governance Policies

All officers are elected for one year and that each member can serve only one term in the office to which elected with the understanding that each member elected as an officer will move to the next elected position at the end of term. The chain of succession will be Treasurer, Secretary, Vice-Chair, Chair.¹

The following chart shows a general example of how incumbent and succession are to be chosen.

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<thead>
<tr>
<th>Office</th>
<th>Incumbent</th>
<th>Succession</th>
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<td>Chairperson</td>
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<td>B</td>
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<td>Vice Chair</td>
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<td>Secretary</td>
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<tr>
<td>Treasurer</td>
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<td>To be elected</td>
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Article III. Section 5. of the Joint Powers Agreement requires the following representation by Board officers:

**Section 5: Membership in Executive Offices.** Ramsey County shall have one representative in any of the four executive offices provided for in Sections 3 and 4 of this Article. Hennepin County and the City of Minneapolis shall alternate every four years having a representative in any of the four executive offices provided in Sections 3 and 4 of this Article. Officers will serve successively in the offices of Treasurer, Secretary, Treasurer, Vice Chair and Chair. Representatives from all other members will serve as officers on a rotating basis.

(Article 3 refers to the Chair and Vice-Chair)
(Article 4 refers to the Secretary and Treasurer)

¹Decided by Board action, January 13, 1996
This policy contains the bylaws of the Metropolitan Emergency Services Board.

Please see attached for the most recent revision of the bylaws.
Per Diem Procedures

This policy is to standardize the Board per diem to ensure that payments to Board members are processed in accordance with Board members’ requests. The signature forms (example below) are circulated at each Executive Committee and Board meeting. A signature on the form will indicate that the Board member was in attendance and authorizes the per diem and/or mileage payment. This signature sheet will serve as notification to issue the per diem and mileage payment and as documentation for the auditor.¹

Per diem payments will not be applicable for standing committees of the Board such as the Finance Committee or the Cost Allocation Committee, however mileage will be paid for any Board member appointed to a standing committee. Standing committees are encouraged to make every attempt to meet in conjunction with other meetings so as to minimize the costs.

¹Adopted by Board Action, September 10, 1997
²Revised by Board Action, September 14, 2005
### Metropolitan Emergency Services Board

**Subject:** Governance Policies Per Diem Procedures

**Number:** 004

**Effective Date:** 01-13-1996

**Revision Date:** 09-14-2005

**Revision Date:** 09-XX-2015

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**METROPOLITAN EMERGENCY SERVICES BOARD MEMBERS**

**Per Diem Payment Register**

**Meeting Date:**

I certify that the claim amount herein is accurate and that no part of it has been paid.

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<tr>
<th>Name</th>
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<th>Signature</th>
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**METROPOLITAN EMERGENCY SERVICES BOARD**

**Executive Committee Members**

**Per Diem Payment Register**

**Meeting Date:**

I certify that the claim amount herein is accurate and that no part of it has been paid.

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2
PURPOSE: To establish procedures and guidelines for administering the Oath of Office to the Metropolitan Emergency Services Board members.

A. **Oath of Office**
   In accordance with Minnesota Statute, Chapter 358, Oath of Office, each County-appointed Commissioner representative or City Council representative to the Metropolitan Emergency Services Board shall swear an oath to the Metropolitan Emergency Services Board affirming their support of the Constitution of the United States and the Constitution of the State of Minnesota, and that they will faithfully execute and discharge the duties of the office of member of the Metropolitan Emergency Services Board to which they are appointed by the Board of Commissioners of their respective County according to the law and to the best of their ability and understanding.

B. **Administration of the Oath**
   The Oath of Office shall be conducted annually at the organizational meeting of the Metropolitan Emergency Services Board. The Oath of Office shall be verbally administered by the outgoing Chair to the incoming Chair. Upon the conclusion of the Oath by the incoming Chair, it shall be verbally administered by said Chair to the remaining Board members, by the Chair of the Board, or in the case of the Chair, the highest ranking officer of the Board present. The Oath shall be conducted annually at the organizational meeting of the Metropolitan Emergency Services Board.

C. **Documentation & Signature**
   Upon administration of the Oath of Office, each Commissioner shall sign the Oath. It shall be the responsibility of the executive director to ensure that copies are appropriately filed in the Metropolitan Emergency Services Board records files with copies sent to the respective Counties for documentation purposes.
OFFICIAL OATH OF OFFICE

STATE OF MINNESOTA}
   )
COUNTY OF RAMSEY    )

I, ________________________________[name of commissioner/councilmember], do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully execute and discharge the duties of the office of member of the Metropolitan Emergency Services Board to which I was appointed by the Board of Commissioners (City Council) of ________________ County/City [name of county/city the member represents], Minnesota, according to the law and to the best of my ability and understanding.

___________________________________
[signature of commissioner]

Subscribed and sworn to before me this ________ day of ________________, 20XX04.

___________________________________
[signature of person administering oath]
Title: ____________________
PURPOSE: To establish procedures and guidelines for documenting Board member conflict of interest of Metropolitan Emergency Services Board members.

A. Conflict of Interest

In accordance with Minnesota Statutes, §§10A.07 and 471.87 each member of the Metropolitan Emergency Services Board shall provide to the Board a copy of the statement of economic interest and any supplementary statement filed by the Board member pursuant to §10A.09, and shall disclose any personal financial interest in a contract which the Board is asked to approve, or any other conflict of interest at the time the Board is asked to take an action. Except as otherwise provided in §10A.07, subd. 2, any Board member with a conflict of interest shall abstain from any action on the contract or matter in question and such abstention shall be appropriately recorded into the minutes of the Metropolitan Emergency Services Board. This policy is not intended to increase or modify any obligations Board members may have pursuant to any state statute.
PURPOSE: To establish guidelines for employees of the Metropolitan Emergency Services Board regarding gift acceptance.

A. Prohibition

Minn. Stat. §471.895 prohibits a local official of a county from accepting a gift from an interested person. The prohibition reads: An interested person may not give a gift or request another to give a gift to a local official. A local official may not accept a gift from an interested person.

The statute defines a "local official" as an elected or appointed official of a county, or of an agency, authority, or instrumentality of a county. For the purposes of this statute, the Metropolitan Emergency Services Board will be considered to be an agency, authority, or instrumentality of its member counties. Employees of the Metropolitan Emergency Services Board are appointed to their positions pursuant to the Metropolitan Emergency Services Board Merit Compensation Plan and employee contracts. For the purposes of this statute, any employee of the Metropolitan Emergency Services Board will be considered to be a local official of the Metropolitan Emergency Services Board.

An "interested person" is defined by the statute as a person or representative of a person or association that has a direct financial interest in a decision that a local official is authorized to make. A corporation is considered to be a person for the purpose of this policy.

Metropolitan Emergency Services Board employees are prohibited from accepting a gift from an interested person.

B. Violations

Employees found to have violated this policy of the Metropolitan Emergency Services Board may be disciplined appropriately, up to and including termination.
PURPOSE: To establish guidelines for lease agreements at government-owned antenna sites.

The Metropolitan Emergency Services Board administers the shared nine county metropolitan area 800 MHz radio portion of the Allied Radio Matrix for Emergency Response (ARMER) system. As the radio system is a cooperative venture among the State of Minnesota, the metropolitan area counties and cities, and the federal government, and as most counties, cities and federal government will eventually operate on the system, the Board seeks to establish a policy regarding leases for government-owned antenna sites.

As local subsystems are being constructed, and as current leases’ terms end, it is the policy of the Metropolitan Emergency Services Board to negotiate a no-cost lease for any government entity owned sites due to the homeland security issues and the shared, mutual benefit of the system.

Such a policy is necessary as all system charges are allocated to all users of the system.
PURPOSE: To establish a policy for payment of property insurance deductibles.

The Metropolitan Emergency Services Board (MESB) assumed responsibility, assets and liabilities for of the metro region portion of the statewide Allied Radio Matrix for Emergency Response (ARMER) system 800 MHz radio system from the Metropolitan Radio Board (MRB).

The policy of the MRB’s was to pay the $25,000 per event property insurance deductible should a claim be filed. This meant that if five tower sites were affected by a storm, the MRB would have potentially paid $25,000 for each of the five tower sites.

The Board’s position to pay for this insurance is MESB would like to help system owners to recover from the need to replace radio antenna site equipment should a site, or parts of a site, be damaged due to weather, fire, etc. However, the need for financial planning prohibits the ability of the MESB to pay the deductible per event.

The MESB will reimburse up to a total of $100,000 per year. In December of each calendar year, the MESB will collect the total amount of all claims and reimburse each agency at an equal percentage which will total no more than $100,000. The $25,000 deductible obligation of the MESB will be paid first, before other claims are satisfied.

Each year the Finance Committee will provide a recommendation to the Board of an appropriate set aside to be incorporated in the annual cost allocation formula.