1. Anoka-Champlin Fire Board Meeting Materials (PDF)

Documents:

FIRE BOARD AGENDA_051320.PDF
Work Session Agenda

Following is the Agenda for the Work Session of the Anoka-Champlin Joint powers Fire board to be held on May 13, 2020 at 6:00 pm. This meeting will be held at the Anoka City Council Chambers.

1. Call to Order
2. Roll Call
3. Changes to the Agenda
4. Minutes for Approval
   None
5. Open Forum
   None
6. Communications and Information
   None
7. Consent Agenda
   None
8. Appeals
   None
9. Committee Reports
   None
10. Unfinished Business
    None
11. New Business
    11.1 Based on the Fire Board action on April 22\textsuperscript{nd} to not proceed with the hiring of candidate Maddison Zickmund, it was recommended that the Fire Board conduct a work session to discuss the next steps associated with the Fire Chief hiring process.

    11.2 Personnel Policy amendment regarding Severance Pay

    11.3 Per May 13 conversation with Operating Committee: Fire Board to determine if interim Chief will be an internal or external candidate.
12. Adjournment

*The consent agenda contains several separate items that are acted upon by the Board in one motion. Upon request, any consent agenda item may be removed and, if necessary, be placed on the regular agenda for Board discussion and action.
**DESCRIPTION:** Determine the next steps associated with the Fire Chief hiring process.

**BACKGROUND:**

Based on the Fire Board action on April 22nd meeting minutes, to not proceed with the hiring of candidate Maddison Zickmund, it was recommended that the Fire Board conduct a work session to discuss the next steps associated with the Fire Chief hiring process.

**RECOMMENDATION:**

Fire Board to discuss and decide how to proceed with the hiring of the Fire Chief.
DESCRIPTION: Personnel Policy amendment regarding Severance Pay

BACKGROUND:

Personnel Policy amendment regarding Severance Pay

Section 10 of the Personnel Policy Manual outlines the policies related to Termination of Employment. Page 35 of said Personnel Policy Manual (attached) discusses how accumulated sick time is addressed.

Following his resignation, Chief Thompson made a request to be compensated for his accrued sick time at a rate of 1/3 of the current value; $11,574.17.

The following is an excerpt of an email submitted by Chief Thompson to Board member Lee and Anderson:

..., I am enclosing the documents that I submitted to the Champlin Finance department as well as the response I received from them. I put in for 48 hours of sick time when I was hospitalized or on no direct duty from the Dr. Champlin Finance took 48 hours of vacation time instead. Like I said I have researched my other options to recover the financial loss due to these actions but would rather favorably resolve this directly with you.

As I see this I should have been paid 48 hours out of my sick time balance of 611.22 hours at a rate of $61.65.

This is a grand total of $2,959.20.

From that my total sick time would have been taken down to 562.22 hours. If you divide that by 3 you get 187.74 hours. This would be a total of $11,574.17 that should be sent to my MSRS account.

It is undisputed that, as per the current Personnel Policy, that Chief Thompson is not eligible, as the policy calls for Employees to be eligible for severance if they are terminated through retirement, permanent disability, or permanent lay-off.

The logical speculation of the current policy is to eliminate the liability of accumulated sick time. However, the consequences may be that more sick time will be used at a one to one value ratio, or converted to vacation time at a two to one ratio.
As a side note, it is a fairly rare occurrence for a full-time member of the Fire Department having been employed more than five years resigns their position before retiring. Since 1985, there are four known employees that meet this criteria.

Bruce west --- driver dispatcher. -------------- Left to become the fire chief for Elk River fire dept.
Craig Syring --- Duty officer / inspector -------- Passed away while active with the fire dept.
Cesar Mariscal --- Duty officer / inspector -------- Left to become full time fire fighter for Saint Paul fire dept.
Charlie Thompson --- Fire Chief ------------------ Left to become full time Fire Chief Columbia Heights fire dept.

See additional attachment 11.2

RECOMMENDATION:
The Fire Board should review the entire Personnel Policy at some point in 2020. However, due to the request made by Chief Thompson, the Board should start with the review of the current sick leave accumulation policy. In the context of the overall goals and objectives of the Fire Department, the Fire Board should discuss the intent, purpose, and consequences of the current sick leave accumulation policy. If the Board desired to make any changes, the question should be raised as to when those changes become effective.
Severance Benefits

Eligibility

Employees who begin employment after January 1, 1981 are eligible for severance benefits if the following conditions are met:

- Employee worked for the Department for five years prior to the termination of employment; and
- Employment is terminated through retirement, permanent disability or permanent lay-off.

Employees who began employment on or before January 1, 1981 are eligible for severance benefits if the following conditions are met:

- Employee worked for the Department for five years prior to the termination of employment; and
- Employment is terminated through permanent lay-off, resignation with two weeks' notice, permanent disability, or retirement.

The spouse or family of an employee is eligible for severance benefits, if the following conditions are met:

- Employee worked for the Department for five (5) years prior to the termination of employment; and
- The employee died while an employee of the Department.

Amount

Employees hired prior to January 1, 2014 will be eligible to receive one-third (1/3) of their accumulated sick leave, based on their balance as of January 1, 2014, with a maximum allowance of 1,050 hours, (1,575 hours for full-time driver/inspectors). Severance benefits will be paid at the employee's regular rate of pay at the time of the termination of employment. Employees hired on or after January 1, 2014 are not eligible for this benefit.

Reinstatement:

Employees who are re-hired by the Department after having received severance benefits are ineligible for severance benefits upon subsequent termination of employment.

Return of Department Property

Employees leaving Department employment are required to return all property and equipment issued by the Department prior to their last day of employment. This equipment includes, but is not limited to, building keys, gas pump and vehicle keys, identification badges, and all such other property issued to employees during the course of their employment. Employees may be asked to sign a form indicating they have returned all such property. Employees will receive their final check after turning all equipment.
DESCRIPTION: Per May 11th conversation with Operating Committee: Fire Board to determine if interim Chief will be an internal or external candidate.

BACKGROUND:

See attachment 11.3

RECOMMENDATION:
It is the recommendation of the current Interim Fire Chief, that it is in the best interest of the Anoka-Champlin Fire Department and the cities of Anoka and Champlin, that the Interim Fire Chief is an internal candidate.
TO: Greg Lee
City Manager
City of Anoka, Minnesota

April 15, 2020

Bret Heitkamp
City Administrator
City of Champlin, Minnesota

Gentleman,

Thank you for meeting with me this week to discuss the short term needs of the Anoka-Champlin Fire Department. I am honored you reached out to me. Attached are a few documents for your review. The first is a proposal of the work I would perform as the interim Fire Chief for the fire department over the course of the next few months. I am open to leaving the timeframe open to assure we can evaluate the current operation effectively and give the Board time to determine their future needs.

The second document is my employment resume. Although you have received my name through a referral, it is important to see my credentials to assure I have the experience and education you are looking for to help you accomplish this work. Based on the information you shared with me during our meeting, I am confident I will be able to add value to the fire department and its staff.

Please do not hesitate to contact me if you have further information regarding this proposal.

Warm regards,

Jerry L. Streich
Principal Partner
BEGIN DATE: May 1st, 2020

JOB: Anoka-Champlin Fire Department Interim Fire Chief.

ASSIGNED TO: Jerry L. Streich, Capstone, LLC Principal Partner

HISTORY:
In 1985, the cities of Anoka and Champlin have exercised a Joint Powers Agreement (JPA) to provide public safety services for the mitigation of fires, explosions, hazardous materials, and rescue services. Since 1985, this joint venture has provided quality services and is well respected in the Twin Cities Metropolitan area. The JPA is managed by a Fire Board consisting of one elected official from each community, the City Manager from the City of Anoka, and the City Administrator from the City of Champlin. Also, on the Board is a retired Fire Chief who is used as an expert in the field to help guide Board members through the fire department lingo and operations when voting on items. In July of 2019, the sitting Fire Chief resigned after fifteen years to work for another community. Since that time, the Fire Board has been challenged with finding an experienced Fire Chief to replace him. The fulltime and part-time staff of the fire department have been operating the daily operations of the fire department while the search continues.

SCOPE OF WORK:
Capstone, LLC was contacted to assist in managing the daily operations of the department, mentor current employees, and evaluate the operational readiness of the fire department. At the end of the contract with Capstone, a formal report will be delivered to outline recommendations for the Fire Board to consider on the department’s strengths, weaknesses, opportunities and threats (SWOT). The report shall be submitted no later than 30 days after the end of the contract.

The following is a list of items to be reviewed and a timeline to have those completed. More items may be added to the list as the review is conducted. It should be noted that the number one concern will be for the safety of the firefighters and the protection of the interests of the communities. The current COVID situation may require more time and/or create a distraction to the list of items listed below.

WORK PLAN – 30 days
1. Get to know the staff and daily operations of the fire department
2. Meet with stakeholders of both cities
3. Review the following:
i. Determine the proper communications process for the fire department staff of different generations

ii. Conduct an electronic poll of staff to determine the operational readiness of the department and receive their input

iii. Review the roles and responsibilities of the fulltime and part-time staff

iv. Review the departmental hierarchy

v. Review the current mission, vision, and core values

vi. Review internal policies and procedures. Assure employees are aware of current policies and procedures

vii. Review the JPA by-laws, make-up, and meeting schedules

viii. Access the current status of staffing levels to include recruitment and retention

ix. Review the emergency response plans and dispatch priorities

x. Review equipment, training and deployment plans

xi. Create reports from the Public Safety Data System to determine comparison data, number of firefighters on scene, response times, and busiest times of the day

xii. Review the operational safety practices of the fire department

WORK PLAN – 60 days

1. Access training needs of key fire department personnel
2. Review the budget and compare line items with known comparisons
3. Conduct a community risk assessment to determine our fire department deployment plans meet the current emergency response capabilities
4. Conduct a community risk assessment to determine our fire department deployment plans meet the current emergency response capabilities
5. Look for grant opportunities to assist the fire department in meeting its needs
6. Review the staffing plan for the fire department to determine they are meeting appropriate standards and guidelines to comparable departments and community sizes

WORK PLAN – 90 Days

1. Respond to emergency and non-emergency scenes to review the scene set-up, incident action planning, and incident command direction
2. Review on-scene skill while under pressure working in high-risk situations.
3. Review leadership instruction and direction
4. Determine training needs and equipment shortfalls
5. Look for areas to find efficiencies within the budget. This could come from bidding for new vendors or working with the two cities to share like services
6. Review the concept of a staffed duty crew for the busiest time of the day so personnel and equipment are deployed efficiently and rapidly
7. Review the capital equipment needs of the fire department
8. Evaluate all mutual aid and cooperative plans for services to assure they are current and updated

At the end of 90 days, the Fire Board can decide if there is more work they would like completed and Capstone will continue the work. If after 90 days, the Fire Board feels there has been enough work
completed, Capstone would like to hold a special meeting with the Board to go over the recommendations and ideas to consider.

DAILY DELIVERABLES:

1. Act as the Fire Chief of the fire department
2. Manage the daily inbox
3. Manage the high-level operations of the fire department
4. Manage fulltime staff by giving work direction as needed
5. Coach, mentor and encourage all staff members
6. Recruit new firefighters as needed
7. Administer the plan described above
8. Purchase needed equipment and supplies as needed
9. Enforce policies and procedures as needed
10. Find efficiencies through partnerships and outside assistance
11. Respond to major emergency incidents as the Fire Chief
12. Act as the Incident Commander when needed
13. Act as the Public Information Officer (PIO) when needed
14. Work closely with other departments and department heads
15. Communicate with staff on a regular basis to assure they are informed on departmental updates, changes, and direction
16. Counsel, support, coach and discipline as needed
17. Give operational direction as needed
18. Manage the budget
19. Assist with community-wide emergency management issues

CONTRACT COMPENSATION PLAN:

Due to the nature of the job as a Fire Chief, there is inherent risk; especially with the current COVID-19 pandemic. Due to those risks, I would prefer to receive workers compensation coverage from the fire department in case there were any injury or illness associated with the job while on duty.

There are two compensation plans I can propose to the Fire Board for review.

1. Hire me as a contract Fire Chief for the fire department.
   a. This is my preferred option as it would protect me from the risks associated with the job, but also allow me every option to evaluate the fire department.
   b. I would request $65.00 per hour for every hour worked with a minimum of 30-hours per week. PERA would not be paid out as I am currently collecting my pension.
   c. The fire department would take out taxes and other costs as required by law.
   d. I will be paid on the same payroll cycle as other employees.
   e. I would request a uniform allowance of $300 for the appropriate daily uniform.
   f. I would request appropriate personal protective equipment (PPE) for emergency scenes.
      I would first look through the current PPE in storage before purchasing new equipment.
   g. I would request a vehicle and radio for official business and emergency response.
2. Hire me as a Capstone, LLC consultant.
   a. This contract would be to only to evaluate non-emergency related programs and processes. I would not be able to respond to emergency incidents or conduct hands-on firefighter training.
   b. I would manage the department as described above and leave operations to others.
   c. I would request an hourly rate of $80 per hour for minimum of 30 hours per week.
   d. I would provide an insurance certificate with a 1.5-million-dollar limit.
   e. I would come to the jobsite in business attire and use my personal vehicle for travel. The fire department would pay me the current travel expense rate for mileage.
   f. I would draft a legal contract outlining terms of the agreement before my start date.

I hope this document outlines information that can benefit your presentation to the Fire Board this month. Please review the material and don’t be afraid to request changes and/or deletions. It is my intent to assist you in continuing the great work the Anoka-Champlin Fire Department has been providing for many more years to come. I am open to discussion on the contract being proposed.

Respectfully,

Jerry L. Streich
Principal Partner
Capstone, LLC