



## **METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA**

November 13, 2019, 10:00 a.m.

1. **Call to Order** – Board Chair, Commissioner Fran Miron
2. **Oath of Office (if needed)** – Commissioner Miron
3. **Approval of Agenda** – Commissioner Miron
4. **Consent Agenda** – Rohret (**page 5**)
  - A. Approval: September 11, 2019 Meeting Minutes
  - B. Approval: August 2019 Treasurer's Report
  - C. Approval: September 2019 Treasurer's Report
  - D. Correspondence
5. **Radio Items** – Tracey Fredrick, Radio Services Coordinator
  - A. Approval of Amendments to LifeLinkiii's ARMER Participation Plan (**page 19**)
  - B. Approval of Burnsville Fire/SWAT Waiver Request (**page 21**)
  - C. Approval of Amendment 2 to Carver County ARMER Lease (**page 23**)
  - D. Approval of 2020 Regional Funding Priorities (**page 27**)
6. **9-1-1 Items** – Pete Eggimann, Director of 9-1-1 Services
  - A. Approval to Accept National 9-1-1 Grant Funds (**page 29**)
7. **EMS Items** – Ron Robinson, EMS Coordinator
  - A. Approval to Accept VTR Grant from EMSRB (**page 31**)
  - B. Approval to Accept Roll-over Seatbelt Grant from EMSRB (**page 33**)
  - C. Approval to Accept Amendment 2 to Opiate Antagonists Grant (**page 37**)
  - D. Approval of Amendments 1 & 2 with Ron Bombeck for MCI Bus Maintenance (**page 41**)
8. **Administrative Items** – Jill Rohret, Executive Director
  - A. Approval to Allow PERA Phased Retirement Option (PRO) for MESB Staff (**page 45**)
  - B. Approval of 2020-2021 Agreement with Hildi, Inc. for Actuarial Services (**page 51**)
  - C. Amendments to MESB Policy 031 – Other Post-Employment Benefits (**page 59**)
  - D. Approval of 2020 MESB Legislative Agenda (**page 65**)
  - E. Discussion – 2020 MESB Meetings (**page 69**)
9. **Reports**
  - A. Legislative Report – Margaret Vesel/Matthew Bergeron
  - B. Statewide Emergency Communications Board (SECB) Reports:
    - 1) Finance – Commissioner McMahon/Rohret
    - 2) Legislative – Commissioner Egan/Rohret
    - 3) Steering – Rohret/Fredrick – cancelled
    - 4) Other SECB Committees – Eggimann/Fredrick
    - 5) Board – Commissioner Miron/Rohret
10. **Old Business**



## **METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA**

November 13, 2019, 10:00 a.m.

11. **New Business – CLOSED MEETING for Performance Evaluation**  
A. 2019 Executive Director Performance Review (**page 71**)
12. **Adjourn**



## **METROPOLITAN EMERGENCY SERVICES BOARD BOARD MEETING AGENDA**

November 13, 2019, 10:00 a.m.

### *Metropolitan Emergency Services Board Members*

#### Anoka County

Commissioner Mike Gamache\*  
Commissioner Mandy Meisner

#### Carver County

Commissioner Gayle Degler  
Commissioner Jim Ische\*

#### Chisago County

Commissioner George McMahon\*

#### City of Minneapolis

Council Member Andrew Johnson\*

#### Dakota County

Commissioner Tom Egan\* (2019 Secretary)  
Commissioner Mary Holberg

#### Hennepin County

Commissioner Irene Fernando\* (2019 Treasurer)  
Commissioner Jeff Johnson

#### Isanti County

Commissioner Greg Anderson\*

#### Ramsey County

Commissioner Trista MatasCastillo \* (2019 Vice Chair)  
Commissioner Jim McDonough

#### Scott County

Commissioner Dave Beer  
Commissioner Tom Wolf\*

#### Sherburne County

Commissioner Felix Schmiesing\*

#### Washington County

Commissioner Wayne Johnson  
Commissioner Fran Miron\* (2019 Chair)

\*Denotes Executive Committee member





## METROPOLITAN EMERGENCY SERVICES BOARD

**Meeting Date:**  
**Agenda Item:**  
**Presenter:**

**November 13, 2019**  
**4. Consent Agenda**  
**Rohret**

- A. **Minutes** – The minutes of the September 11, 2019 meeting of the Board are attached for review and approval.
- B. **Augusts 2019 Treasurer's Report** – The Treasurer has reviewed the August 2019 financial statements and has given her approval of the report.
- C. **September 2019 Treasurer's Report** – The Treasurer has reviewed the September 2019 financial statements and has given her approval of the report.
- D. **Correspondence** – Correspondence includes a letter to Assistant Commissioner Bob Hawkins regarding ECN staff having voting privileges on SECB committees.
- E. **Informational Only** – Draft minutes from the October 9, 2019 Executive Committee meeting

# METROPOLITAN EMERGENCY SERVICES BOARD

## Meeting Minutes September 11, 2019

### Commissioners Present:

Greg Anderson, Isanti County  
Dave Beers, Scott County  
Gayle Degler, Carver County  
Tom Egan, Dakota County  
Irene Fernando, Hennepin County  
Mike Gamache, Anoka County  
Mary Liz Holberg, Dakota County  
Jim Ische, Carver County  
Andrew Johnson, City of Minneapolis-**absent**

Jeff Johnson, Hennepin County  
Wayne Johnson, Washington County  
George McMahon, Chisago County  
Trista MatasCastillo, Ramsey County-**absent**  
Mandy Meisner, Anoka County  
Fran Miron, Washington County  
Felix Schmiesing, Sherburne County  
Tom Wolf, Scott County

**Staff Present:** Jill Rohret; Tracey Fredrick; Kelli Jackson; Ron Robinson; and Martha Ziese.

**Others Present:** Jay Arneson, *MESB Board Counsel*.

### 1. Call to Order

The meeting was called to order at 10:00 a.m. by the 2019 MESB Chair, Commissioner Fran Miron.

### 2. Oath of Office

There was no oath of office needed at this meeting.

### 3. Approval of Agenda

*Motion by Commissioner Wolf, seconded by Commissioner Degler to approve the September 11, 2019 agenda as amended. Motion carried.*

### 4. Approval of Consent Agenda

*Motion by Commissioner Egan, seconded by Commissioner Wolf to approve the September 11, 2019 Consent Agenda. Motion carried.*

### 5. Radio Items

#### A. Approval of Metro Transit Request for Bi-Directional Amplifiers

Tracey Fredrick said the Radio TOC recommends the Board approve the Metro Transit request for two bi-directional amplifier (BDA) equipment additions. These BDAs will be installed at the Brooklyn Center Transit Center to enhance coverage to the Police Department, and at the new downtown Minneapolis Metro Transit Police Department. The BDA equipment will connect to the ARMER system, utilizing the City Center site. Metro Transit has received FCC registration for these devices.

*Motion made by Commissioner Fernando, seconded by Commissioner Egan to approve Metro Transit Request for Bi-Directional Amplifiers. Motion carried.*

#### B. Approval of Amendments to Metro Radio Standard 3.17.4

Fredrick said the Radio TOC recommends approval of amendments to Metro Radio Standard 3.17.4 – Metro Event & Exercise Communications Planning. The changes were minor in nature and included making the standard template ADA compliant. Several of the 43 operating standards were updated after the merger of the 9-1-1 and Radio Boards and creation of the MESB but have not had language or content review or changes for over ten years. The CRTF Steering Committee suggested these changes to the Radio TOC.

# METROPOLITAN EMERGENCY SERVICES BOARD

*Motion made by Commissioner McMahon, seconded by Commissioner Fernando to approve Amendments to Metro Radio Standard 3.17.4. Motion carried.*

## **C. Approval of Resolution 2019-1 Committing Use of STR Maintenance Funds**

Fredrick said staff recommends the Board approve Resolution 2019-1 committing the use of remaining Strategic Technology Reserve (STR) maintenance funds for their original purpose. In 2011, the SECB allocated \$12,500.00 to each region for five years of maintenance for their STR components. The MESB has \$6,915.40 remaining in the funds. The SECB requests each region adopt a resolution stating they will continue to use any remaining STR maintenance funds for their original purpose and provide an annual report on the use of these funds.

Commissioner Egan asked if this meant the MESB has another ten years to spend the \$6,900.00. Rohret said that these funds are for maintenance which also includes insurance to cover the tower at \$700.00 annually.

*Motion made by Commissioner Fernando, seconded by Commissioner McMahon to approve the resolution 2019-1 committing use of STR Maintenance Funds. Motion carried.*

## **6. 9-1-1 Items**

### **A. Approval of Amendment to State 9-1-1 Contract with CenturyLink**

Rohret said staff recommends the Board approve the amendment to the State/CenturyLink/MESB 9-1-1 contract. The State of Minnesota and CenturyLink wish to amend the 9-1-1 system contract to reflect the addition of new network resource options and pricing for new and existing PSAP locations. This includes the use of Ethernet to the PSAP and additional bandwidth pricing. Counsel reviewed the contract amendment and has no concerns.

*Motion made by Commissioner McMahon, seconded by Commissioner Ische to approve the amendment to State 9-1-1 Contract with CenturyLink. Motion carried.*

## **7. EMS Items**

### **A. Approval of ATL EMS Leadership Training Contract**

Ron Robinson said staff recommends the Board approve a contract with Above the Line Leaders International (ATL) for EMS leadership development training. The original agreement with ATL was executed in October 2017. The contract was amended in 2018 to extend the agreement for another series of classes. This new agreement essentially covers fiscal years 2020 and 2021. Funds for this program come from the regional EMSRB grants. The MESB incurs minor administrative costs as staff oversee the grant reimbursement process.

*Motion made by Commissioner Degler, seconded by Commissioner Jeff Johnson to approve ATL EMS leadership training contract. Motion carried.*

## **8. Administrative Items**

### **A. Approval of Amendment No. 1 to Agreement for Lobbying Services**

Rohret said staff recommends the Board approve Amendment No. 1 to the Lobbying Services Agreement with Larkin Hoffman. The MESB issued a request for proposals for lobbying services in July of 2017. MESB Policy 027 requires the Board go out to RFP for contracted professional services at a minimum of every five years. The RFP was awarded to Larkin Hoffman.

Amendment No. 1 to the Lobbying Agreement with Larkin Hoffman extends the term of the agreement an additional two years, until September 2021.

## METROPOLITAN EMERGENCY SERVICES BOARD

Commissioner Holberg said that four years is too long. Extending the contract fifteen more months would make more sense. The MESB could go out for RFP next August or September, with the existing Larkin Hoffman contract ending the end of 2020.

Commissioner McMahon said that extending the existing contract makes sense. It is more important to go by the MESB calendar than going by the Legislative calendar.

*Motion made by Commissioner McMahon, seconded by Commissioner Egan to approve amendment No. 1 to Agreement for Lobbying Services.*

*Commissioner Holberg made the motion to amend the earlier motion to extend the current Larkin Hoffman agreement through the end of December 2020. Seconded by Commissioner Fernando. Motion carried.*

*The amended motion carried.*

### 9. Reports

#### A. Legislative Report

Rohret attended a meeting at the Governor's office to discuss funding for the EMSRB. Last Wednesday Rohret and Margaret Vesel and Matthew Bergeron of Larkin Hoffman met with the new Public Safety Analyst at AMC, Carli Stark and the Director of the Minnesota County IT Leadership Association, Leah Patton to discuss GIS.

The Legislative Agenda will be on the MESB Executive Committee agenda next month.

#### B. Statewide Emergency Communications Board (SECB) Reports

**Finance** – Cancelled

#### Legislative

Rohret said it was a short meeting primarily a discussion of ECN's plans to amend Chapter 403 in 2020.

#### Steering

Rohret said at the August meeting there was the discussion regarding giving the ECN's staff seats on SECB Committees. MESB members agreed administration staff should not have voting rights.

*Motion made by Commissioner Fernando, seconded by Commissioner McMahon to have Rohret prepare a letter to ECN communicating the MESB's position that they do not approve administration staff having voting rights on the SECB and its committees. MESB Counsel and the MESB Chair will review and approve the letter prior to sending to ECN. Motion carried.*

#### LMR

Fredrick said the Land Mobile Radio Committee met in August and September. There are new class offerings. There will be a LifeLink request presented at the November MESB meeting. The LMR Committee is seeking Public Safety Conference topics. Two new Cyber Security and version control Work Groups have been formed.

### 10. Old Business

Rohret said that the Radio TOC has agreed to wait until its January 2020 meeting to review and assess the progress Metro Mobility has made to curtail their radio usage. Rohret said that assessment will be presented to MESB early next year.

### 11. New Business



## METROPOLITAN EMERGENCY SERVICES BOARD

Rohret said that she will be sending out her annual review survey to the Board on Monday.

### **12. Adjournment**

*The meeting adjourned at 10:50 a.m.*

DRAFT



METROPOLITAN  
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST  
SAINT PAUL, MINNESOTA  
55104-3431

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

TO: Metropolitan Emergency Services Board

FROM: Hennepin County Commissioner Irene Fernando, MESB Treasurer

RE: Treasurer's Report – August 2019

DATE: October 09, 2019

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

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

The review was conducted on October 8, 2019.

Sincerely,

Irene Fernando, Commissioner  
Hennepin County  
Treasurer, Metropolitan Emergency Services Board



METROPOLITAN  
EMERGENCY SERVICES BOARD

2099 UNIVERSITY AVENUE WEST  
SAINT PAUL, MINNESOTA  
55104-3431

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

TO: Metropolitan Emergency Services Board

FROM: Hennepin County Commissioner Irene Fernando, MESB Treasurer

RE: Treasurer's Report – September 2019

DATE: October 21, 2019

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

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

The review was conducted on October 18, 2019.

Sincerely,

Irene Fernando, Commissioner  
Hennepin County  
Treasurer, Metropolitan Emergency Services Board



METROPOLITAN  
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2099 UNIVERSITY AVENUE WEST  
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October 9, 2019

**VIA ELECTRONIC MAIL**

Assistant Commissioner Bob Hawkins  
Minnesota Department of Public Safety  
445 Minnesota Street, Suite 1000  
St. Paul, MN 55101

Dear Assistant Commissioner Hawkins:

At its September 11, 2019 meeting, the Metropolitan Emergency Services Board (MESB) received an update on the continuing discussions at the Statewide Emergency Communication Board (SECB) committee level regarding SECB committee bylaws and committee membership. The update included information which was stated at the August 14, 2019 SECB Steering Committee meeting that the Commissioner wanted Emergency Communication Networks (ECN) staff to have a voting position on all committees, and that the SECB would have to simply accept that position.

The MESB voted on a position regarding this so that its representatives at the SECB would have direction. I am sending this letter to you to provide advanced notice of that position.

First, the MESB notes that Article VI of the SECB bylaws state that the Commissioner may make recommendations regarding committee membership, but the membership must be approved by the Board; the Commissioner is not solely able to make that determination. MESB believes that the SECB should adhere to the processes detailed in its bylaws.

Second, the MESB position is that though the SECB and its committees continue to evolve, administrative positions should not have voting positions on the governing board and its committees. It is irregular that staff involved in support of board operations have votes on committees or the Board itself, including those boards which fall under the Department of Public Safety. For example, POST Board staff do not sit on committees or vote, nor do Department of Public Safety staff supporting the Private Detective and Protective Agent Services Board or the Fire Service Advisory Committee. Of the many joint powers boards in the metropolitan region, none allow for staff to vote on committees or boards. Similarly, legislative committee staff do not have voting power on legislative committees.

I plan to attend the October SECB meeting, at which we have been told this issue will be discussed. In the event of my absence, my alternate, Jill Rohret, will attend and can speak to the MESB's position.

Please feel free to contact either myself at [fran.miron@co.washington.mn.us](mailto:fran.miron@co.washington.mn.us) or Jill Rohret at (651) 643-8394 or [jrohret@mn-mesb.org](mailto:jrohret@mn-mesb.org) should you have questions.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fran Miron', with a stylized flourish at the end.

Fran Miron  
MESB Chair  
Commissioner, Washington County

cc: MESB Board  
SECB Board  
Dana Wahlberg, ECN

# METROPOLITAN EMERGENCY SERVICES BOARD

## EXECUTIVE COMMITTEE MEETING MINUTES

October 9, 2019

### Commissioners:

Greg Anderson, Isanti County  
Tom Egan, Dakota County  
Irene Fernando, Hennepin County  
Mike Gamache, Anoka County-**absent**  
Jim Ische, Carver County  
Andrew Johnson, City of Minneapolis-**absent**

Trista MatasCastillo-**absent**  
George McMahon, Chisago County  
Fran Miron, Washington County  
Felix Schmiesing, Sherburne  
Tom Wolf, Scott County

**Staff Present:** Jill Rohret, Pete Eggimann, Tracey Fredrick, Kelli Jackson, and Martha Ziese.

**Others Present:** Margaret Vesel, *Larkin Hoffman*.

### 1. Call to Order

The meeting was called to order at 10:06 a.m. by MESB Chair, Commissioner Fran Miron.

### 2. Approval of October 9, 2019 Agenda

Jill Rohret asked to amend the agenda and add two items. The items are: 7D. Amendment to MESB policy 031 – Other Post-Employment Benefits Policy, and 7E. Discussion on MESB Borrowing.

*Motion by Commissioner Wolf seconded by Commissioner Egan to approve the October 9, 2019 Executive Committee agenda as amended. Motion carried.*

### 3. Approval of June 12, 2019 Executive Committee Minutes

*Motion by Commissioner Egan, seconded by Commissioner Fernando to approve the June 12, 2019 Executive Committee minutes. Motion carried.*

### 4. Radio Items

#### A. Approval of Amendments to LifeLinkiii ARMER Participation Plan

Tracey Fredrick said LifeLinkiii is requesting an amendment to its ARMER participation plan by adding 10 radio IDs and four talk group IDs. LifeLinkiii has been on the ARMER system since 2004, and currently has 20 radio IDs and four talk groups. The additional IDs and talk groups will allow LifeLinkiii to continue service while radios are down for maintenance. LifeLinkiii's system administrator and MnDOT saw no issues with these additions.

*Motion made by Commissioner Fernando, seconded by Commissioner Wolf to approve the amendments to LifeLinkiii's ARMER Participation Plan. Motion carried.*

### 5. 9-1-1 Items – None

### 6. EMS Items – None

Rohret said there will be some 9-1-1 and EMS grants for the Board to accept at the November its meeting.

### 7. Administrative Items

#### A. Approval to Implement PERA Phased Retirement Option (PRO) for MESB Staff

Rohret said the PERA phased retirement option would be available for anyone that has worked full time for at least five years before retirement. The individual would have to cut their hours by at least 25% a year while working under the PRO program. The MESB has four staff members that

## METROPOLITAN EMERGENCY SERVICES BOARD

could conceivably retire at the same time. This option would benefit the MESB by allowing the employee to phase into retirement and sit with his/her replacement to pass on their institutional knowledge. The MESB discussed this option when it was just a temporary option but did not take action at that time. Rohret said she thought it made sense to formally take action so staff knows if this is an option. Legislature passed the temporary option in 2009 and passed bills in 2019 making it a permanent option.

*Motion made by Commissioner Fernando, seconded by Commissioner Egan to approve the PERA Phased Retirement Option (PRO) for MESB staff. Motion carried.*

### **B. Approval of MESB 2020 Legislative Agenda**

Rohret said that many of the 2020 legislative agenda items have been carried over from past years.

Rohret said amendments to MS 403 remain on the agenda. ECN's intent is to change the SECB's composition by adding the Department of Corrections and add a seat for tribal nations. The rewrite would update the definition of the metro region to ten counties, not seven. It is expected there will be a more substantial rewrite in the future.

Rohret stated it is possible that there could be an effort to change the employment classification of public safety telecommunicators in Minnesota. Telecommunicators are currently classified as clerical position by the U.S. Department of Labor; there is an effort in Congress to change the classification of telecommunicators to a protective service occupation. Ramsey County received an inquiry from a state representative about the federal bills and whether a similar measure should be introduced in Minnesota.

Rohret said another possible amendment to 403 is the clarification of how a multi-line telephone service (MLTS) can implement a 24-hour private answering point. Statute currently allows for a 24-hour private answering point, but some MLTS owners have interpreted that to mean a paid company in another state, which may not be able to provide location information. It is possible ECN will add this amendment to its bill.

Rohret stated that funding counties for GIS data maintenance may be a 2021 initiative. When 9-1-1 begins to consume GIS data more frequent updates will be required which may put an increased burden on county GIS staff. Financial assistance may be needed for some counties to do this maintenance in a timely manner. The state requirements are not yet known. This effort would likely be led by Minnesota County IT Leadership Association (MNCITLA) and the Association of Minnesota Counties.

Rohret said the primary EMS legislative initiative continues to be long term sustainable funding for the EMS regions. It is possible a bill will be introduced to include an appropriation from distracted driving fines to the EMS regions, similar to seatbelt fines. Additional items include the discussion of moving the regional EMS grant programs from the EMSRB to the Department of Health-Office of Rural Health. That is a concern for the MESB because metro counties would have to potentially meet some of those requirements meant for rural areas.

Rohret noted that there have been discussions about changing the EMS primary service area (PSA) law to allow local governments more say in how those PSAs are awarded. The Minnesota State Fire Chiefs Association has said it will take an organized approach on this issue this year. Rohret recommended neutrality because the MESB must work with all of the providers, regardless of their position on this issue. She said that changes in PSAs may affect local governments' resources. For instance, if a new EMS provider moves ambulance base locations

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to new locations, it could affect EMS response times, thereby requiring increased police and fire response to calls.

Commissioner Fernando asked the emerging positions on this issue. Rohret said those that own the PSAs, be it cities or health care systems, have free reign to change providers without the input of locals.

Commissioner Anderson asked about the increased GIS requirements. Rohret said that without the state's defined requirements being finalized yet, it's hard to know. There could be state requirements to implement new addresses into county datasets faster than is currently done.

Pete Eggimann said that when the 9-1-1 system is reliant on the GIS data, then the error correction and data maintenance will likely operate on an established timeline. It is possible there may not be enough staff to make the changes as quickly as the state requires or the current staff might have to change the way they do business. For example, they may have to deal with any GIS changes or error corrections that would impact 9-1-1 every day rather than working them as a project in between all of the other projects the GIS department is responsible for as time permits.

Commissioner Fernando said the telecommunicator re-classification might have inclusion in county legislation agendas. She said that if the MESB includes this bill in its legislation agenda, information should be conveyed to the counties so they may include the issue on their legislative agendas as well. It would help counties partner and provide additional pathways for initiatives if there was a collaborative stance.

Commissioner Schmiesing said Sherburne County currently does some coordinating with AMC. It would be beneficial to double down. Commissioner Fernando said there can be additional pathways if counties choose to be engaged.

Rohret asked about the best way to disseminate the information to the counties. Should it be done via an email to county administrators?

Commissioner Fernando said that it would be beneficial to add more information to the MESB legislative agenda and send to county administrators. Commissioner Egan agreed.

Commissioner Miron suggested to request a response from the counties if there is an interest in collaborating on any legislative item.

*Motion made by Commissioner Egan, seconded by Commissioner McMahon to approve the draft legislative agenda with some additions specific to the history of the request and possible support or opposition, and emerging positions; once approved by the Board, the agenda will be sent to county administrators. Motion carried.*

### **C. Discussion: 2020 MESB Meeting Schedule – November Board Meeting**

Rohret said that the November 2020 meeting falls on Veterans Day. She is wondering if the Board would like to still meet on that day or reschedule. She suggested the following options:

1. Re-schedule the November 11, 2020 Board meeting to either Wednesday, November 4, 2020 or Wednesday, November 18, 2020.
2. Cancel the November meeting and hold a Board meeting in place of the Executive Committee meeting on either Wednesday, October 14, 2020 or Wednesday, December 9, 2020.
3. Hold the meeting as scheduled on Wednesday, November 11, 2020 (staff in attendance would take an alternate day as a holiday).



## METROPOLITAN EMERGENCY SERVICES BOARD

Commissioner Wolf said October 29 and 30, 2020 are fifth Thursdays and Fridays; commissioners will likely have those days open.

*Motion made by Commissioner Wolf, seconded by Commissioner Anderson to recommend to the board to reschedule the November 11, 2020 board meeting to October 29 or 30, 2020. Motion carried.*

### **D. Amendment to MESB Policy 031 – Other Post-Employment Benefits (OPEB) Policy**

Rohret said that GASB 75 requires MESB to have an actuarial study related to OPEB. There are two current MESB staff members that are eligible for OPEB benefits, and one current retiree. The Board approved MESB Policy 031 in early 2019 to memorialize the OPEB policy and how it operates. In preparation for the required update of the actuarial study, the actuarial firm noticed the Board's policy was silent on spousal OPEB, though stated in Anoka County's guidance.

Rohret stated that spousal coverage was not discussed during the December 2006 MESB meeting where the Board decided the OPEB policy. She drafted an amendment to MESB Policy 031 to provide the Board a basis for discussion today. Based on current status, there is only one employee that would be eligible for spousal coverage, which is determined by years of service. Using 2019 figures, including spousal coverage could add \$864.00 - \$1,100.00 per year.

Commissioner Fernando asked if the Board had previously discussed this issue. Rohret said no; there is only one retiree eligible for OPEB, but she had single coverage at the time of her retirement.

Commissioner Egan asked if staff has given thought on how to include this expense in the budget. Rohret replied that it would be included in the budget based on when the one current employee with spousal coverage retires.

Commissioner Fernando said policies are made to reflect practices accurately. If this piece what was missed by everyone, the MESB policy should stay as is. If there is a desire to have a discussion about adding the spouse coverage benefit, then that should be a separate conversation.

Rohret said the motion in 2006 was to adopt the Anoka County plan which included spousal coverage, though it may not have been actually discussed at the time.

Commissioner Fernando said the MESB plan excluded spouses. The Board adopted the Anoka County plan as a guide, but MESB Policy 031 was adopted and it should be the policy that is followed.

Commissioner Miron stated the Executive Committee should provide a recommendation to the Board.

*Motion made by Commissioner Fernando, seconded by Commissioner McMahon to uphold the MESB Policy 031 as approved. Motion carried.*

### **E. Discussion on MESB Borrowing**

Rohret said this item arose yesterday when staff met with the MESB auditors in preparation for the 2019 audit. This issue is related to the new GASB 87 requirements on how leases should be reported. MESB needs a new document that creates payment schedules for its leases. One of the requirements for the document is to define a discount rate. The MESB does not have bonding authority which could determine a discount rate. Because of this, the auditors looked at the

## METROPOLITAN EMERGENCY SERVICES BOARD

MESB joint powers agreement which states, "...the Board may seek, apply for, and accept appropriations, gifts, grants or loans of money." The auditors asked from whom the MESB would borrow, a county or a bank. Rohret said she consulted with Board Counsel who was not aware of any discussions regarding borrowing or a reason why the MESB could not borrow through a county.

Commissioner Miron said the other option would be to amend the JPA striking the term borrowing. Rohret said that could be discussed when the agreement is renewed in a couple of years. Currently, staff seeks feedback related to from whom the MESB would borrow to help determine the discount rate.

Kelli Jackson said the rate is only to calculate a value of future lease payments. It will tell determine what is owed on future lease payments at the time of the MESB audit.

Commissioner Fernando said the commercial rate is perfectly suitable; counties likely would not want to lend to another entity.

### **8. Old Business – None**

### **9. New Business**

#### **A. CLOSED MEETING for Executive Director Performance Evaluation**

*Motion made by Commissioner McMahon, seconded by Commissioner Wolf to close the meeting for the Executive Director's performance evaluation at 11:03 a.m. Motion carried.*

*Motion made by Commissioner Egan, seconded by Commissioner Wolf to reopen the meeting at 11:42 a.m. Motion carried.*

#### **2019 Executive Director Performance Review**

Commissioner Miron summarized the closed meeting. He said the Committee determined to rate the Executive Director at the greatly exceeds standards rating in the 2019 Dakota County Merit Compensation Plan, resulting in a 4.5% base salary increase and a 2% lump sum payment. This recommendation will go before the full board. The goals and the narrative in writing should be available to the Board for review before the November meeting.

*Motion made by Commissioner Fernando, seconded by Commissioner Ische to rate the Executive Director as greatly exceeds standards and to follow salary adjustments as outlined in the 2019 Dakota County Merit Compensation Plan. Motion carried.*

### **10. Adjournment**

*The meeting adjourned at 11:45 a.m.*



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 5A. Approval of ARMER Participation Plan  
Amendment for Life Link III  
**Presenter:** Fredrick

### **RECOMMENDATION**

The Executive Committee recommends approval of the amendment to Life Link III's ARMER participation plan.

### **BACKGROUND**

Life Link III has been a user on the ARMER system since 2004. They began with 20 radio IDs and four talkgroups in 2004. Life Link III continues to be a small user on the ARMER system but is expanding its operations.

### **ISSUES & CONCERNS**

Life Link III is requesting an amendment to its ARMER participation plan to add 10 radio IDs and 3 talkgroup IDs. Life Link III is currently experiencing an expansion of its services, primarily due to its helicopter operations. Life Link III is also beginning a replacement program for their portable radios, so the additional IDs and talkgroups will allow it to continue service while radios are down for maintenance. The system administrator for Life Link III has spoken with MnDOT, and MnDOT saw no issues with the additions.

### **FINANCIAL IMPACT**

None to MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

## Tracey Fredrick

---

**From:** Paul J. Eaton <pjeaton@lifelinkiii.com>  
**Sent:** Thursday, September 12, 2019 11:29 AM  
**To:** Tracey Fredrick  
**Subject:** RE: Metro Radio TOC

Hi Tracey,  
Thank you for your help. Let me know if you need anything else.

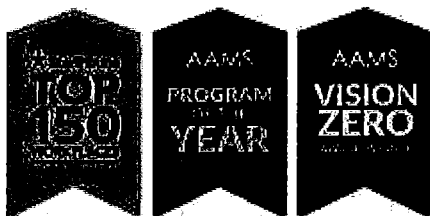
This is the email I sent to the LMR Committee.  
ARMER LMR Committee,

Life Link III is requesting 10 additional radio ID's and 3 talkgroups on the ARMER system.

The reason for this request is to facilitate an expansion in services we provide. We have also initiated a portable radio replacement program allowing us to have portable radios that can be placed in service while others are in maintenance or to be used for public relation events and helicopter landing zone training.

Respectfully submitted

**Paul Eaton – ACS, CFC, CCS, CTO**  
Communication Center Lead  
Dispatch: 800-328-1377  
Fax: 612-638-4970  
Mobile: 763-498-4892  
3010 Broadway St NE  
Minneapolis, MN 55413  
[pjeaton@lifelinkiii.com](mailto:pjeaton@lifelinkiii.com)



---

**From:** Tracey Fredrick [mailto:tfredrick@mn-mesb.org]  
**Sent:** Wednesday, September 11, 2019 6:47 AM  
**To:** Paul J. Eaton <pjeaton@lifelinkiii.com>  
**Subject:** Metro Radio TOC

**CAUTION:** This email originated from outside of Lifelink III. **DO NOT CLICK** links or open attachments unless you recognize the sender and know the content is safe.

Good morning Paul,



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 5B. Approval of Burnsville FD Waiver  
to State ARMER Standard 3.19.0  
**Presenter:** Fredrick

### **RECOMMENDATION**

The Radio TOC recommends the Board approve a waiver to State ARMER Standard 3.19.0 "Use of ARMER Statewide Law Enforcement Interoperability Talkgroups" for one additional radio for the Burnsville Fire Department to use for SWAT operations.

### **BACKGROUND**

State ARMER Standard 3.19.0 restricts the law enforcement tactical (LTAC) ARMER talkgroups to law enforcement use only. Any requests for use other than law enforcement must be done by obtaining a waiver from the Statewide Emergency Communications Board.

LTACs have encrypted channels that are used widely by SWAT teams to prevent anyone with a scanner from listening to these radio communications.

Encrypted talkgroups are not allowed to be patched to non-encrypted talkgroups.

In 2017, the SECB granted a waiver to Burnsville Fire Department for the radios of three firefighters who serve on the city's SWAT team to access the LTACs.

### **ISSUES & CONCERNS**

Burnsville Fire Department is requesting that the LTACs be programmed into the Burnsville Fire Chief's radio for use in the incident command vehicle. This radio and talkgroup would only be used during SWAT activations.

This request will go before the State Emergency Communications Board (SECB) Land Mobile Radio Committee (LMR) on November 12, 2019, and, if approved conditionally, to the full SECB at its January 2020 meeting.

### **FINANCIAL IMPACT**

None to MESB.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



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MEMO

To: Metro TOC, Chair Scott Haas  
CC: Tracey Fredrick  
From: Ron Jansen \ Dakota County  
Date: 07 October 2019  
RE: LTACE's for the Burnsville Fire Chief

Dakota County is seeking a waiver to State Standard 3.19.0 "Use of 800 MHz Statewide LTAC and SIU Interoperability Talkgroups". The Burnsville Fire department was granted permission in early 2017 for three of its members to that are on the Burnsville SWAT team to access the encrypted talkgroups. These radios are assigned specifically to these three personnel only. Dakota County is seeking an additional permission to program these talkgroups into the Fire Chief's radio. There is frequently a need for the Fire Chief to be involved in the incident command vehicle and unified command structure. Allowing this waiver would significantly reduce the risk of the Chief not being on the same resource and reduce a safety risk for lost or missed communications.

Thank you for your consideration on this item.

Best Regards,  
Ron



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 5C. Approval of Amendment 2 to ARMER Lease with Carver County  
**Presenter:** Fredrick

### **RECOMMENDATION**

Staff recommends approval of Amendment 2 to the ARMER Lease with Carver County for the Norwood Young America site, to continue through October 31, 2029.

### **BACKGROUND**

The Metropolitan Radio Board entered into a lease agreement with Carver County for an ARMER tower site in Norwood Young America in November 1999. The original agreement included the right for one option to renew the lease for an additional ten years. The MESB executed that renewal option in October 2009. The lease renewal ended on September 30, 2019.

### **ISSUES & CONCERNS**

MESB staff worked with Carver County on the terms of the lease amendment. The term of the proposed amendment is an additional ten years and follows the same terms and conditions as the original lease.

The lease amendment will take effect backdated to October 1, 2019, upon Board approval and will terminate on October 31, 2029.

Board counsel reviewed the amendment and offered changes, which were accepted by Carver County.

### **FINANCIAL IMPACT**

None to the MESB; this is a rent-free ARMER site.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

**AMENDMENT NO. 2 TO  
SUBLEASE  
FOR LEASE OF SPACE FOR THE  
PUBLIC SAFETY RADIO COMMUNICATION SYSTEM**

THIS AMENDMENT NO. 2 TO LEASE AGREEMENT ("Amendment No. 2"), is made by and between the County of Carver ("COUNTY"), a body politic and corporate, under the laws of the State of Minnesota through and by its Sheriff's Office, 606 East 4<sup>th</sup> Street, Chaska, Minnesota, 55318, and the Metropolitan Emergency Services Board, successor to the Metropolitan Radio Board, 2099 University Avenue West, St. Paul, Minnesota 55104 ("BOARD").

WHEREAS, the COUNTY entered into a Lease Agreement ("Agreement") with the Metropolitan Radio Board ("MRB") dated November 1, 1999; and

WHEREAS, the COUNTY and the MRB amended the Agreement on August 1, 2000; and

WHEREAS, in 2009 the Agreement was automatically extended for a period of ten years per its terms; and

WHEREAS, the Metropolitan Emergency Services Board is the successor entity to the MRB and has been assigned all of the MRB's rights and responsibilities under the Agreement; and

WHEREAS, it is the desire of both the COUNTY and the BOARD to extend the Agreement for an additional ten years.

NOW THEREFORE, in consideration of the mutual undertakings hereinafter set forth, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement shall be amended to read:

The term of this Agreement shall commence on November 1, 1999, and continue through October 31, 2029 ("Term").

2. Section 14 of the Agreement shall be amended to replace the contact information in that section with the following:

COUNTY            Carver County Sheriff's Office  
Justice Center  
606 East 4<sup>th</sup> Street  
Chaska, MN 55318-2102

BOARD:            Metropolitan Emergency Services Board  
Attn: Radio Services Coordinator  
2099 University Avenue West  
St. Paul, Minnesota 55104

The effective date of this Amendment No. 2 is October 1, 2019.



Except as previously amended and as hereinabove amended, the terms, conditions and provisions of the Agreement shall remain in full force and effect.

**METROPOLITAN EMERGENCY SERVICES  
BOARD**

By: \_\_\_\_\_  
Board Chair

Dated: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
MESB Counsel

Dated: \_\_\_\_\_

**COUNTY OF CARVER**

By: \_\_\_\_\_  
Chair, County Board of Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sheriff

Dated: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
County Attorney

Dated: \_\_\_\_\_





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**November 13, 2019**

**Agenda Item:**

**5D. Approval of 2020 Regional  
Funding Priorities**

**Presenters:**

**Eggimann/Fredrick**

### **RECOMMENDATION**

The 9-1-1 TOC recommends including the following items as regional funding priorities for grants available in 2020 (in priority order):

- PSAP back-up equipment cache
- Vendor-provided resiliency training for telecommunicators
- Other 9-1-1 call processing or dispatch-related vendor-provided training

The Radio TOC recommends including the following items as regional funding priorities for grants available in 2020 (in priority order):

- Vendor-provided technical training
- Assistance to attend the 2020 Minnesota Public Safety Communications Conference
- Communications Response Task Force (CRTF) training/exercise

### **BACKGROUND**

Emergency Communication Networks (ECN) Division and the Statewide Emergency Communications Board (SECB) require regions to annually approve regional funding priorities. These priorities are to include projects/items/concepts for which regions can apply for grant funds through the SECB process. In the past, grants were only open to radio projects.

### **ISSUES & CONCERNS**

9-1-1 projects are now eligible for grant funding. Due to this, both the 9-1-1 TOC and the Radio TOC develop their list of regional funding priorities. Grants are structured so that both 9-1-1 and radio projects apply for the same grant funds and are included in the same competitive structure.

State grant objectives and the SECB funding hierarchy will determine which projects MESB staff will include in the grant applications. Generally, staff will apply for the highest priority project from both areas.

### **FINANCIAL IMPACT**

None to the MESB other than staff time to apply for and process grants. Equipment purchases require a 50% match from the awarded agency.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**November 13, 2019**

**Agenda Item:**

**6A. Approval to Accept National  
9-1-1 Grants**

**Presenter:**

**Eggimann**

### **RECOMMENDATION**

MESB staff recommends the Board accept three grants from the National 9-1-1 grant for NG9-11 GIS Data Collection, Data Process Integration, and Call Processing Equipment (CPE).

### **BACKGROUND**

The National 9-1-1 Grant Program provides funds to support state and local efforts to deliver 9-1-1 services. In August 2019, the Emergency Communication Network (ECN) division of the Minnesota Department of Public Safety was awarded a portion of the National 9-1-1 grant. ECN's intent is to utilize the funds to further Minnesota's migration to NG9-1-1. Grants will flow through the regions, even if earmarked for a specific county.

### **ISSUES & CONCERNS**

The MESB has currently been awarded a total of \$242,972.00 focusing on GIS data and processes. \$92,972.00 is earmarked for Sherburne County for its GIS data preparedness efforts; the remaining \$150,000.00 is for the MESB to study integration and maintenance processes for GIS data in NG9-1-1.

ECN's efforts to modernize the call processing equipment in the state has not yet resulted in grant allocations. Two counties in the metro region, Scott County and Washington County, are eligible for these grant funds. The grant application deadline for this portion of the grant is November 8, 2019. It is hoped this portion of the grant will be allocated by December 1, 2019. If Scott and/or Washington Counties are awarded the grant, it will flow through the MESB.

The initial application deadline for the GIS grants was pushed back to December 2, 2019 from the original date of October 25, 2019 to gain further information about restrictions from the grantor.

The CPE grant will have three deadlines, to attempt to give all counties a chance to apply, regardless of current-day readiness. MESB staff is planning to apply during the first deadline cycle, so that there is a greater chance to get full dollars towards both Scott and Washington Counties' projects.

### **FINANCIAL IMPACT**

None to MESB other than staff time to administer the grant.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 7A. Approve Work Plan and Accept 2019  
EMS RB VTR Funds Limited Purpose Grant  
**Presenter:** Robinson

### **RECOMMENDATION**

Staff recommend the Board accept the 2019 EMS Regulatory Board (EMS RB) Limited Purpose Grant in the amount of \$12,771.78 and approve the work plan for the use of the grant funds from unspent 2019 Volunteer Training Reimbursement Funds.

### **BACKGROUND**

The EMS RB awards to each of the eight EMS regional systems a limited purpose grant funded by unspent volunteer training reimbursement funds. The unspent 2019 funds amount to \$12,771.78 available to each regional program. Prior to the award of the grant, the EMS RB must approve each region's grant work plan, which is due within 14 days of receipt of the work plan exhibit.

Though the grant agreement has not yet been received, it is anticipated to be received before the January 2020 MESB meeting.

The last such grant was offered in FY2019 (December 2018) in the amount of \$20,547.37 and was used to provide two sessions of the Certified Ambulance (EMS) Documentation Specialist course.

### **ISSUES & CONCERNS**

The grant funds must be used for approved expenditures incurred on or before June 30, 2020.

The EMS Technical Operations Committee has recommended funding a Communications Unit Leader (COML) specialist course which was included in the EMS RB Relief Grant work plan. Staff recommends utilizing the VTR funds for the COML class and 3ECHO trainings, thus freeing up EMS Relief Grant funds to supplement other trainings such as EMS Leadership and Advanced Medical Life Support (AMLS) trainings.

The grant agreement will be reviewed by Board Counsel prior to its execution.

### **FINANCIAL IMPACT**

None to the MESB budget. It will allow for other expenditures in the EMS grant budget.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

**From:** Steve Klein

**Sent:** Friday, October 4, 2019 11:20 AM

**To:** Mark M <[wcmnems@gctel.com](mailto:wcmnems@gctel.com)>; [annexecutivedirector@sw-ems.org](mailto:annexecutivedirector@sw-ems.org); Don Hauge <[don.hauge@seems.com](mailto:don.hauge@seems.com)>; Mark Griffith <[mark.griffith@scmnems.org](mailto:mark.griffith@scmnems.org)>; Tom Vanderwal <[director@greaternwems.com](mailto:director@greaternwems.com)>; Adam Shadiow <[adam.shadiow@arrowheadems.com](mailto:adam.shadiow@arrowheadems.com)>; Ron Robinson <[RRobinson@emsmn.org](mailto:RRobinson@emsmn.org)>; Larson, Marion <[Marion.Larson@co.stearns.mn.us](mailto:Marion.Larson@co.stearns.mn.us)>

**Cc:** Spector, Tony (EMSRB) <[tony.spector@state.mn.us](mailto:tony.spector@state.mn.us)>; Megan Hartigan <[mthartigan@lifelinkiii.com](mailto:mthartigan@lifelinkiii.com)>; Nagy, Melody (EMSRB) <[Melody.Nagy@state.mn.us](mailto:Melody.Nagy@state.mn.us)>

**Subject:** EMSRB - VTR Grant

Hello Everyone –

It's that time of year when the EMSRB is informed by the State of the unspent volunteer training reimbursement funds. For the fiscal year 2019 appropriation, the amount available to each region is \$12,771.78. Definitely lower than last year's amount of \$20,547.37, but every dollar helps!

Last year, an announcement letter was sent on November 8, 2018. A work plan was sought with a requested return date of December 15, 2018. Unfortunately, grant awards did not get finalized until March or April of 2019 (almost 6 months later). This year will be different.

We are finishing the draft agreements and want to modify the work plan document so it is easier to complete. Also, I want to work with each of you to help with the workplan so the grant award process gets completed as swiftly as possible.

So here's my ask of you: we know that each region has available to it \$12,771.78. Please start thinking about how you wish to spend these funds with good detail and with defined deliverables.

Stay tuned for more information (and documents), and let me know if you have any questions.

Have a great weekend!

Steve

 **DNS Consulting**  
Helping Small Business Move Forward  
Steve Klein · 763-317-9900 · [steve@dnsconsultinginc.com](mailto:steve@dnsconsultinginc.com)





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 7B. Approve Work Plan and Accept 2019  
EMS RB Relief Account Carry-Over  
Funds Grant  
**Presenter:** Robinson

### **RECOMMENDATION**

Staff recommends the Board accept the FY2018-2019 EMSRB Relief Account Carry-Over Grant in the amount of \$41,378.67 and approve the work plan for the use these grant funds.

### **BACKGROUND**

The Emergency Medical Services Regulatory Board (EMSRB) is awarding each EMS regional system a grant for their unspent EMS Relief Account (seatbelt) funds from the fiscal years 2018-2019. The amount available to the metro region is \$41,278.67.

### **ISSUES & CONCERNS**

This grant is separate from the FY2020-2021 EMS Relief Grant. The timing for expenditure of this grant is one year from December 1, 2019 – November 30, 2020. The EMSRB will reimburse funds from the carry-over grant until such funds are exhausted. The carry-over grant and the FY2020-2021 EMS Relief grant will be tracked separately.

The EMS TOC recommends funding: Mass Casualty Incident (MCI) bus and communication trailer upgrades to extend the life of these assets by an additional ten years; 3ECHO trainings; ICS trainings; communications trainings; the purchase of tourniquets; and peer-to-peer support trainings.

The turn-around of paperwork for this grant is quick. The EMSRB must review and approve the work plan and then draft a grant contract.

In accepting the grant now, once the grant contract is received, it can be reviewed by Board counsel and executed by the Board Chair.

### **FINANCIAL IMPACT**

None to the MESB other than staff time to manage the grant.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

**From:** Steve Klein <[steve@dnsconsultinginc.com](mailto:steve@dnsconsultinginc.com)>  
**Sent:** Wednesday, October 23, 2019 10:45 AM  
**To:** 'Mark M' <[wcmnems@gctel.com](mailto:wcmnems@gctel.com)>; 'annexecutivedirector@sw-ems.org' <[annexecutivedirector@sw-ems.org](mailto:annexecutivedirector@sw-ems.org)>; 'Don Hauge' <[don.hauge@seems.com](mailto:don.hauge@seems.com)>; 'Mark Griffith' <[mark.griffith@scmnems.org](mailto:mark.griffith@scmnems.org)>; 'Tom Vanderwal' <[director@greaternwems.com](mailto:director@greaternwems.com)>; 'Adam Shadiow' <[adam.shadiow@arrowheadems.com](mailto:adam.shadiow@arrowheadems.com)>; Ron Robinson <[RRobinson@emsmn.org](mailto:RRobinson@emsmn.org)>; 'Larson, Marion' <[Marion.Larson@co.stearns.mn.us](mailto:Marion.Larson@co.stearns.mn.us)>  
**Cc:** 'Spector, Tony (EMSRB)' <[tony.spector@state.mn.us](mailto:tony.spector@state.mn.us)>; 'Megan Hartigan' <[mthartigan@lifelinkiii.com](mailto:mthartigan@lifelinkiii.com)>; 'Nagy, Melody (EMSRB)' <[Melody.Nagy@state.mn.us](mailto:Melody.Nagy@state.mn.us)>  
**Subject:** RE: EMSRB Relief / Seat Belt Grant Update

Hello Everyone –

As you know, we've been working diligently to move forward with rollover funds. It has been brought to our attention that formal Board approval is required for funds to be dispersed. Unfortunately, this means a delay in this grant pending the outcome of the next Board meeting on November 21st.

We will continue to work thru appropriate work plans and draft grants. Given the delay in timing, we will ensure to adjust the timing of the grant to ***December 1, 2019 – November 30, 2020.***

As a reminder, below please find the amounts for rollover:

| <u>Region</u> | <u>Remaining<br/>To Pay FY19</u> | <u>Available<br/>FY19</u> | <u>Available<br/>Prior Years</u> | <u>Total<br/>New Grant</u> |
|---------------|----------------------------------|---------------------------|----------------------------------|----------------------------|
| Central       | -                                | 3,109.52                  | -                                | 3,109.52                   |
| Metro         | -                                | 525.40                    | 40,853.27                        | 41,378.67                  |
| Northeast     | 515.69                           | 515.69                    | -                                | 515.69                     |
| Northwest     | 516.05                           | 516.05                    | -                                | 516.05                     |
| South Central | 243.60                           | 515.68                    | -                                | 515.68                     |
| Southeast     | -                                | 2,119.19                  | -                                | 2,119.19                   |
| Southwest     | -                                | 48,557.70                 | 104,984.42                       | 153,542.12                 |
| West Central  | -                                | 3,851.08                  | 18,251.09                        | 22,102.17                  |
|               | 1,275.34                         | 59,710.31                 | 164,088.78                       | 223,799.09                 |

As always, thank you for your patience throughout this process. And of course, please do not hesitate to call me!

Steve

Steve Klein · 763-317-9900 · [steve@dnsconsultinginc.com](mailto:steve@dnsconsultinginc.com)

**From:** Steve Klein  
**Sent:** Friday, September 20, 2019 3:48 PM  
**To:** Mark M <[wcmnems@gctel.com](mailto:wcmnems@gctel.com)>; [annexecutivedirector@sw-ems.org](mailto:annexecutivedirector@sw-ems.org); Don Hauge <[don.hauge@seems.com](mailto:don.hauge@seems.com)>; Mark Griffith <[mark.griffith@scmnems.org](mailto:mark.griffith@scmnems.org)>; Tom Vanderwal <[director@greaternwems.com](mailto:director@greaternwems.com)>; Adam Shadiow <[adam.shadiow@arrowheadems.com](mailto:adam.shadiow@arrowheadems.com)>; Ron Robinson <[RRobinson@emsmn.org](mailto:RRobinson@emsmn.org)>; Larson, Marion <[Marion.Larson@co.stearns.mn.us](mailto:Marion.Larson@co.stearns.mn.us)>  
**Cc:** Spector, Tony (EMSRB) <[tony.spector@state.mn.us](mailto:tony.spector@state.mn.us)>; Megan Hartigan <[mthartigan@lifelinkiii.com](mailto:mthartigan@lifelinkiii.com)>;

Nagy, Melody (EMSRB) <[Melody.Nagy@state.mn.us](mailto:Melody.Nagy@state.mn.us)>

**Subject:** RE: EMSRB Relief / Seat Belt Grant Update

Hello Everyone –

Thank you for your comments back! After working with SmART and reconciling payments thru FY19, we have a solution! Below are the amounts available to each region:

| <u>Region</u> | <u>Remaining<br/>To Pay FY19</u> | <u>Available<br/>FY19</u> | <u>Available<br/>Prior Years</u> | <u>Total<br/>New Grant</u> |
|---------------|----------------------------------|---------------------------|----------------------------------|----------------------------|
| Central       | -                                | 3,109.52                  | -                                | 3,109.52                   |
| Metro         | -                                | 525.40                    | 40,853.27                        | 41,378.67                  |
| Northeast     | -                                | -                         | -                                | -                          |
| Northwest     | 516.05                           | 516.05                    | -                                | 516.05                     |
| South Central | 243.60                           | 515.68                    | -                                | 515.68                     |
| Southeast     | -                                | 2,119.19                  | -                                | 2,119.19                   |
| Southwest     | -                                | 48,557.70                 | 104,984.42                       | 153,542.12                 |
| West Central  | -                                | 3,851.08                  | 18,251.09                        | 22,102.17                  |
|               | 759.65                           | 59,194.62                 | 164,088.78                       | 223,283.40                 |

Here are the key points:

1. We will be writing regional grants corresponding to the amounts listed in the "New Grant" column.
2. The grant is separate from the existing FY20/FY21 Relief / Seat Belt Grant.
3. The timing for expenditure of this grant is ***one year – from October 1, 2019 – September 30, 2020.***
4. We will reimburse funds from the new grant until such funds are exhausted – after which we will reimburse funds from the FY20/FY21 Relief / Seat Belt Grant (first in first out).
5. A work plan and budget will be required for this new grant.

I will be contacting each of you individually over the next week to assist in work plan / budget development and answer any questions you may have. I'm hopeful that we can move thru this quickly to allow you access to your funds!

Thanks as always –

Steve

Steve Klein · 763-317-9900 · [steve@dnsconsultinginc.com](mailto:steve@dnsconsultinginc.com)





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 7C. Approval to Accept Amendment 2  
to the Naloxone Funds Grant  
**Presenter:** Robinson

### **RECOMMENDATION**

Staff recommends the Board accept Amendment 2 to the Opiate Antagonists subgrant agreement with West Central EMS Corporation (WCEMS); the amendment extends the grant through September 30, 2020 and provides an additional \$100,000.00 to Metro Region EMS.

### **BACKGROUND**

On January 10, 2018, the MESB entered into a sub-grant agreement with WCEMS, the acting fiscal agent of MN Department of Health Grant Agreement No.101447 for naloxone reimbursement. At that time, the MESB was allocated \$64,000.00 for first responder agency(s) reimbursement for naloxone purchase; \$8,000.00 for training; and \$8,000.00 for administrative support. It is important to note that funds for training and administration can be used for naloxone reimbursement. Unfortunately, there has been an increase in opiate overdoses this year and the need for naloxone is great. The MESB expended all the funds allotted for purchase of product and has utilized the remaining funds for naloxone reimbursement.

In June 2019, Amendment 1 to the sub-grant agreement was executed which extended the grant termination from June 30, 2019 to August 31, 2019.

### **ISSUES & CONCERNS**

The additional funds of \$100,000 allows \$80,000.00 for naloxone purchases; \$10,000.00 for training; and \$10,000.00 for administrative support. The MESB will utilize all funds for naloxone purchases. The additional funds and 13-month subgrant extension will allow metro region first responders to keep up with the demand for opiate antagonists.

The MESB coordinates these activities without negatively impacting its primary EMS programs.

### **FINANCIAL IMPACT**

None to the MESB other than staff time to administer the grant.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

THIS AMENDMENT made and entered into on this \_\_\_\_ day of November 2019 by and between the the WEST CENTRAL MN EMS CORPORATION, 2308 Broadway Street, Alexandria, MN 56308 ("WCMEMSC") and METROPOLITAN EMERGENCY SERVICES BOARD, Metro EMS Region, 2099 W. University Ave., #201, Saint Paul, MN 55104 ("Subgrantee").

**WITNESSETH**

WHEREAS, the Subgrantee entered into an agreement with WCEMSC dated January 16, 2018 (the "Agreement") to provide reimbursement and expenses for an opiate antagonist to eligible first responders, and entered into an agreement with WCEMSC dated July 10, 2019 extending the contract an additional 2-months;

WHEREAS, WCEMSC wishes to amend the Agreement to add an additional \$100,000 and extend the contract thirteen months (13) months.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the WCEMS and the Subgrantee agree as follows:

1. Article I.D is amended to read:

D. Subgrantee shall be reimbursed its billed expenses for an opiate antagonist purchase and/or for education or training cost reimbursement to Eligible First Responders in the Metro EMS Region during the period from November 2, 2017 through **September 30 , 2020**, up to **\$180,000.00**, subject to the limitations set forth in this Agreement.

This Amendment shall be effective August 31, 2019 - September 30, 2020.

Except as hereinabove amended, the terms, conditions and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates set forth below.

**WEST CENTRAL EMS CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**METROPOLITAN EMERGENCY SERVICES BOARD**

By: \_\_\_\_\_

Fran Miron, Chair

Date: \_\_\_\_\_







## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 7D. Approval of Amendments 1 and 2  
to Agreement with Ron Bombeck  
for MCI Bus Maintenance  
**Presenter:** Robinson

### **RECOMMENDATION**

Staff recommend the Board approve Amendments 1 and 2 to the agreement with Ron Bombeck to provide monthly mass casualty incident (MCI) bus checks and maintenance of the devices on the bus.

### **BACKGROUND**

The MESB entered into a contract with Ron Bombeck in May 2017 to perform monthly vehicle and medical device maintenance checks for the MCI bus, including engine run-ups and vehicle drivability checks. The agreement also requires Mr. Bombeck to be available to deploy the MCI bus upon request, and to respond to scheduled or emergent events, as well as provide MCI bus orientation and driver training and scheduling as requested. The original agreement expired April 30, 2018.

### **ISSUES & CONCERNS**

Amendment 1 extends the termination date of the agreement by one year, terminating on April 30, 2019.

Amendment 2 extends the termination date of the agreement by one year, terminating on April 30, 2020. It also changes how financial terms from a maximum of ten hours (\$400.00) per month to a total of \$4,800.00 per year. This was done because some months may require more than ten hours, while others may only require two hours. The nature of work requires more flexibility than the original agreement allowed.

### **FINANCIAL IMPACT**

None to the MESB. This expense was included in the EMS grant budget for FY2020 and FY 2021.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

**AMENDMENT NO. 1 TO  
AGREEMENT FOR CONTRACT SERVICES**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1"), is made and entered into between the Metropolitan Emergency Services Board, a Minnesota political subdivision ("the BOARD"), and Ron Bombeck, 4654 Allendale Drive, White Bear Lake, Minnesota 55127 ("CONTRACTOR").

WHEREAS, Contractor entered into an Agreement for Contract Services ("Agreement") with the MESB dated May 1, 2017; and

WHEREAS, it is the desire of both MESB and Contractor to renew the Agreement upon the same terms for an additional year.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the Agreement as follows:

1. The first sentence of Section V.A. of the Agreement shall be amended to read:

This term of this Contract shall commence on May 1, 2017, or other such date as agreed to by the parties, and shall terminate on April 30, 2019 unless otherwise terminated as provided in this Contract.

Except as hereinabove amended, the terms, conditions and provisions of the Agreement shall remain in full force and effect.

METROPOLITAN EMERGENCY  
SERVICES BOARD

CONTRACTOR

By: \_\_\_\_\_  
Fran Miron, Chair

By \_\_\_\_\_  
Ron Bombeck

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Board Counsel

**AMENDMENT NO. 2 TO  
AGREEMENT FOR CONTRACT SERVICES**

THIS AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2"), is made and entered into between the Metropolitan Emergency Services Board, a Minnesota political subdivision ("the BOARD"), and Ron Bombeck, 4654 Allendale Drive, White Bear Lake, Minnesota 55127 ("CONTRACTOR").

WHEREAS, Contractor entered into an Agreement for Contract Services ("Agreement") with the MESB dated May 1, 2017; and

WHEREAS, MESB and Contractor amended the Agreement to extend the Agreement for one year; and

WHEREAS, it is the desire of both MESB and Contractor to renew the Agreement again upon the same terms for an additional year.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the Agreement as follows:

1. Section IIB of the Agreement shall be amended to read:

The total maximum compensation payable to the CONTRACTOR by the BOARD for all services performed under this Contract (excluding deployment hours), during the term of this Contract and any extension, shall not exceed \$4,800.00 annually. The total compensation for deployment services performed during the term of this Contract and any extension shall not exceed a maximum of 12 hours per day for up to three days (\$1,440.00) per deployment.

2. The first sentence of Section V.A. of the Agreement shall be amended to read:

The term of this Contract shall commence on May 1, 2017, or other such date as agreed to by the parties, and shall terminate on April 30, 2020 unless earlier terminated as provided in this Contract.

Except as previously amended and as hereinabove amended, the terms, conditions and provisions of the Agreement shall remain in full force and effect.

METROPOLITAN EMERGENCY  
SERVICES BOARD

CONTRACTOR

By: \_\_\_\_\_  
Fran Miron, Chair

By \_\_\_\_\_  
Ron Bombeck

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

---

Board Counsel



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**November 13, 2019**

**Agenda Item:**

**8A. Approval to Implement PERA  
Phased Retirement Option**

**Presenter:**

**Rohret**

### **RECOMMENDATION**

The Executive Committee recommends approval to allow implementation of the PERA Phased Retirement Option (PRO) for desiring eligible employees.

### **BACKGROUND**

Legislation passed in 2009 created a phased retirement option (PRO) for Coordinated and Basic PERA members; at that time, it was only available for a limited time. In 2019, the Minnesota Legislature, made the PRO a permanent option for Coordinated and Basic PERA members, though the option is at the discretion of the employers. Dakota County has opted to implement this option and currently has six employees participating in the option.

### **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 immediately preceding the offer of a phased retirement.

Phased retirement requires the employee to reduce his/her 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 between the employee and employer for a maximum term of a five years.

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

Currently, the MESB has four staff members approaching the retirement age. It may be beneficial to allow the subject matter experts the ability to enter into a PRO agreement to allow for adequate knowledge transfer to future MESB employees which are hired to work in the subject matter areas.

### **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 BY:

SECONDED BY:

MOTION:

PASS/FAIL

## Phased Retirement Option (PRO)

The Special Session of the 2019 MN Legislature implemented PERA's Phased Retirement Option (PRO) as a permanent program that employers can choose to offer to eligible employees. The PRO was due to sunset effective June 30, 2019. The program creates a flexible environment where employees can transition into retirement, and employers can better navigate the necessary knowledge transfer.

### Eligibility

With their employer's agreement, the PRO allows Basic and Coordinated members of the General Plan to begin collecting a PERA benefit as early as age 62 while working a reduced schedule. The employee must have worked more than 1,044 hours in each of the five preceding years.

The PRO agreement form has been updated on our website under *Members > Retirement Planning*. New participants must enter into a PRO agreement prior to terminating employment, and PERA must receive the PRO agreement before the PRO begins. Employees who are currently on a PRO are required to work with their employer to submit a new agreement to PERA.

### Requirements

To participate in the PRO, the employee must reduce their schedule by 25% in each pay period and may not work over 1,044 hours in a year. If the allowed hours in a pay period or the maximum hours per year are exceeded, the PERA monthly benefit will be suspended and will not be reinstated until all public employment has been terminated and a continuous separation for 30 days has occurred.

Though there is no longer an annual renewal process, a PRO agreement is for a five-year maximum. During the PRO agreement, employees and employers do not contribute to PERA.

### PRO Reporting Responsibilities

As of 7/1/2019, employers must report PRO earnings and compensated hours under Exempt Plan 99 within 14 days of the end of each pay period. The compensated hours should include hours worked and vacation/sick pay used for an employee based on their agreed upon work schedule. Again, no contributions should be withheld.



The existing Salary Deduction Report (SDR) file format allows Exempt Plan 99 to be reported along with your agencies other contributions. It also allows for reporting of compensated hours as follows:

- Column 161 (+ -) plus or minus
- Column 162-167 compensated hours

These fields remain optional for active members and retirees not participating under the PRO. However, you may choose to add compensated hours for all transactions. If file format changes are required by your agency, you may view the format specifications in Employer Manual – Chapter 9.

### Alternate WEB SDR option

If you or your payroll provider are not able to include the earnings and compensated hours in your regular SDR, you may use ERIS to create a special SDR by selecting New SDR and selecting Exempt Plan only under Plan. Enter the paid date, coverage begin and end date and select Submit. The report will allow you to enter earnings and compensated hours. Left click on Summary/Submit to PERA, then select Submit to PERA to remit the required detail to us. If you need assistance, please contact us at 651-296-3636 option #2

At the end of PRO employment, employers and employees must inform PERA that the employee has terminated from a PRO covered position. A 30-day break in public service is required for the employee in order to continue to qualify for retirement benefits.

## Foreign Citizen Exclusion

The 2019 bill simplified the language relating to PERA coverage for foreign citizens. Foreign citizens who are employed by a governmental subdivision are excluded for the first three years of employment, EXCEPT:

- Employees of Hennepin County or Hennepin Healthcare System, Inc.
- Employees legally authorized to work in the United States for three years or more
- Employees otherwise required to participate under federal law

Currently, those under H1B1 Visas are required to be in the plan if they meet all other eligibility criteria. As an employer, you are responsible to notify PERA of any other federal law that requires participation of a foreign citizen you employ.

The Phased Retirement program creates a flexible environment where members can transition into retirement, and employers can provide the necessary knowledge transfer. If you are age 62 or older, you may be eligible to participate in the Phased Retirement Option (PRO) and start your PERA retirement benefit without terminating your public service position.

## IT IS UP TO YOUR EMPLOYER

Participating in the PRO is at the discretion of your employer and may not be available to all Coordinated and Basic members. Contact your employer for more information. In addition, you should investigate if a reduction of hours may impact other employee benefits.

### PRO REQUIREMENTS

- Active Coordinated or Basic member, not an elected official
- Age 62 or older
- Immediately eligible for a retirement annuity from the General Plan (Coordinated or Basic members)
- Worked at least 1,044 hours in each of the five preceding years in a position covered by PERA
- You must agree to reduce your regular schedule by 25 percent in each pay period under the pro and may not work over 1,044 hours in a one year period
- Not a current PERA benefit recipient
- Not eligible for the state employee Post-Retirement Option program under minn. Stat. §43A.346

### BENEFITS OF THE PRO

- **PERA's termination requirements are waived for your PRO.** You will receive a PERA retirement monthly benefit without terminating your public service position. If you are active in other public service, however, you must follow PERA's termination requirements for these positions to receive your PERA retirement benefit.
- **No member and employer contributions to PERA.** You will no longer contribute to PERA for the employment under the PRO. Since you are receiving your retirement benefit, there is no accrual of service credit or adjustment of the high-five salary for your service under the PRO.
- **No annual earnings limits while working under the PRO agreement.** Your position covered under the PRO will not be subject to PERA's post-retirement earnings limits.

### THE PRO PROCESS

- 1 Contact your employer.** The PRO agreement must be with your same employer, and it is the discretion of your employer to offer the PRO to you.
- 2 Apply for the PRO and retirement benefit.** PERA must receive the PRO agreement before the PRO begins. The PRO agreement replaces the *Verification of Termination* form. All other PERA benefit and application requirements must be met. Your retirement benefit will begin approximately the same time as the PRO employment period.
- 3 During the PRO.** The maximum length of the PRO is five years. You must reduce your regular schedule by 25 percent in each pay period and may not work over 1,044 hours in a one year period during the PRO. Your employer will report your earnings and hours to PERA while working under the PRO.
- 4 End of the PRO agreement.** After completing the PRO, you must terminate your position covered under the PRO. You must have no written/verbal agreement prior to termination of employment to provide services to any public employer as an employee, independent contractor or an employee of an independent contractor for 30 days. Public employment includes service to any governmental employer in Minnesota—e.g. school districts, cities, counties, townships, and state.

### COMBINED SERVICE ANNUITY

Please contact a PERA representative if you have service with another Minnesota public pension fund and are considering a PERA Phased Retirement program. Your PERA PRO agreement may impact your eligibility for a combined service benefit.



Your PERA monthly benefit will be suspended if the allowed hours in a pay period or the maximum hours per year are exceeded. The benefit will not be reinstated until all public employment has been terminated, and you have a continuous separation from public employment for 30 days. Please see the PRO agreement for more information.

## FREQUENTLY ASKED QUESTIONS (FAQs)

### **If I enter a PRO agreement, when does my retirement benefit begin?**

Both the PRO agreement and the retirement application materials must be sent to PERA together. Your PERA retirement benefit cannot be deferred while you are employed under the PRO. Your employer will enter the starting date of the PRO employment period on the PRO agreement. Therefore:

- If the PRO employment period starts on the 1st of the month, then your benefit effective date will also be the 1st of the month (same date).
- If the PRO employment period starts on any other day of the month, then your benefit effective date will be the 1st of the following month.

### **When I enter into and begin my PRO agreement, can I take a position with my current employer that is different than my current position?**

Yes, provided all other eligibility criteria and PRO requirements are met.

### **Can a PERA-covered employer other than my current employer offer me a PRO agreement?**

No. The PRO agreement must be entered with your same, current PERA covered employer prior to any termination of employment.

### **Can I work full-time for a certain period and then not work at all for the remainder of a year covered by a PRO agreement?**

No. You must reduce your regularly scheduled hours of work by at least 25% per pay period and not exceed 1,044 hours for the PRO agreement one year period.

- Example 1: if you were scheduled to work 80 hours per pay period prior to the PRO, you may work 40 hours per pay period for the PRO one year agreement.
- Example 2: if you were scheduled to work 80 hours per pay period prior to the PRO, you may not work more than 60 hours in any pay period covered by the PRO for the first 6 months and not work more than 20 hours in any pay period for the remaining 6 months (as you may not work more than 1,044 total hours for the year).

### **If my employer allows me to accrue vacation, sick and holiday leave while working under the PRO, will the hours associated with the leave pay, when taken, count towards the maximum number of hours I may work under the PRO?**

Yes. The hours you take off from work, for which you receive pay, will count towards the maximum number of hours you may work under the PRO agreement.

### **If I currently have employment in more than one position covered by PERA membership and want to continue working for these employers, do I have to enter a PRO with each PERA-covered employer?**

Yes, if you wish to continue employment for each position. To participate under the PRO agreement and also start your PERA pension, you must either:

- Enter a PRO agreement for each position you intend to maintain during the PRO agreement. However, you must reduce each position by at least 25% and total work hours combined under all PRO agreements must not exceed 1,044 hours.
- Terminate the employment not covered by a PRO agreement and remain out of that employment for at least 30 days with no agreement to return.

### **Will I be eligible for disability benefits from PERA if I become disabled while working under a PRO agreement?**

No. By accepting/receiving a retirement benefit, you are no longer eligible for PERA disability benefits.



Public Employees Retirement Association  
60 Empire Drive, Suite 200, St. Paul, MN 55103-2088  
1-800-652-9026 | 651-296-7460 | mnpera.org

*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 publication, the statutes and regulations will govern. This document can be made available in alternative formats to individuals with disabilities by calling 651-296-7460 or 1-800-652-9026, or through the Minnesota Relay Service at 1-800-627-3529.*





## PHASED RETIREMENT OPTION (PRO) AGREEMENT

The employee and employer must enter into a PRO Agreement prior to the start of the employee's phased retirement employment. The employer and PERA member must complete this form in its entirety. The signed Agreement must be submitted to PERA before the effective date of the PRO and should accompany a completed *Application for PERA Retirement Benefits*.

### Employer

Name of employer offering PRO Agreement PERA Employer No. (6-digits)

Name of individual to be employed under the PRO Agreement Social Security No. (last 4)

Starting date of the PRO employment period

The employee must have a reduced schedule that (1) is a reduction of at least 25 percent of regularly scheduled work hours and (2) does not exceed 1,044 hours. Complete lines 1-3 to determine the allowable number of compensated hours the employee may have in any reporting period under the PRO Agreement.

Normal reporting period for the employee ☐ Weekly ☐ Biweekly ☐ Monthly ☐ Semi-monthly

**Member must meet BOTH of the following maximum hour criteria:**

A. Maximum hours per pay period:

1. Number of current hours the employee worked in a normal pay period: \_\_\_\_\_
2. Multiply the number from line 1 X .75: \_\_\_\_\_ x .75
3. Enter the **maximum** hours to be worked per pay period (result from multiplying lines 1 and 2): \_\_\_\_\_

B. Maximum hours per year. 1,044<sup>1</sup>

<sup>1</sup>Note: For members working less than full time prior to the PRO, annualized maximum hours per pay period may be less than 1,044

I have read the requirements for PRO Agreements (on back of form) and confirm that the named employee has met the PRO requirements.

Signature of Employer Representative

Job Title

Date

### Member

I have read the requirements for PRO Agreements (on back of form) and confirm that my agreement has met the PRO requirements.

Signature of PERA member

Date

Home email address  
(for PRO communications)

## INFORMATION ABOUT THE PERA PHASED RETIREMENT OPTION (PRO) PROGRAM

The employer has sole discretion to determine the length of an employee's PRO employment period. The maximum period of phased retirement employment for a member is five years.

The PRO Agreement must be completed by the employer and employee and sent to PERA before the reduced PRO employment begins. If a PRO Agreement covering employment of less than five years is renewed, do not send the renewal document to PERA. Keep the document on file.

### To participate in the PRO program, the following requirements must be met:

The employee must:

- **understand that if the allowed hours in a pay period or the maximum hours per year are exceeded, the PERA monthly benefit will be suspended. The benefit will not be reinstated until all public employment has been terminated and a continuous separation for 30 days has occurred.**
- be an active member of General Plan as an employee, not an elected official
- be age 62 or older
- be immediately eligible for a retirement annuity from the General Plan
- have worked at least 1,044 hours each of the five preceding years
- have a reduced annual work schedule that is both a reduction of at least 25 percent from the employee's number of previously regularly scheduled work hours and that may not exceed 1,044 hours in a one-year period. The employer and employee may agree on any scheduling arrangement that is less than the maximum hours allowed
- not be eligible for the state employee Post-Retirement Option program under Minn.Stat. § 43A.346
- not work as an employee for another governmental employer in Minnesota
- at the termination of the PRO agreement, have no written/verbal agreement prior to termination of employment to provide services to your agency as an employee, independent contractor or an employee of an independent contractor for 30 days. Public employment includes service to any governmental employer in Minnesota—e.g. school districts, cities, counties, townships, and state

### The PERA reporting responsibilities of the employer are:

- I understand that our agency must report the earnings and number of compensated hours that the named employee has each pay period while the PRO employment continues. I further understand the break in service requirements that must be met when the employee fully retires and will immediately notify PERA when the employee terminated PRO employment and all public employment.
- Enroll the employee under PERA's Exempt Plan at the start of the phased retirement employment period.
- Report the phased retirement earnings of the employee and the associated number of compensated hours after each pay period using the Salary Deduction Report or an approved alternative method.
- Do not pay employer contributions or employee deductions to PERA on the earnings of the PRO position.
- Monitor the number of compensated hours that the employee has while working in a PRO position and ensure that the limit in law is not exceeded. Please work with PERA to fulfill this requirement.
- When the member does fully retire, report the termination of service to PERA and take steps to ensure that the employee has a complete, continuous separation from all public employment for 30 days. Also, there can be no written/verbal agreement prior to termination of employment to provide services to your agency as an employee, independent contractor or an employee of an independent contractor for 30 days. Public employment includes service to any governmental employer in Minnesota—e.g. school districts, cities, counties, townships, and state.

### IMPORTANT:

**If the PRO employment does not meet the conditions in law (stated above) the employee will no longer qualify to receive retirement annuity payments unless the person has a termination of service and a 30 day break from all public employment.**

### RETURN (MAIL OR FAX) COMPLETED FORM TO:



Public Employees Retirement Association  
60 Empire Drive, Suite 200, St. Paul, MN 55103-2088  
1-800-652-9026 | 651-296-7460 | Fax: 651-297-2547 | mnpera.org



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 8B. Approval of Hildi, Inc. Agreement  
for 2020-2021 Actuarial Services  
**Presenter:** Rohret

### **RECOMMENDATION**

The Executive Director recommends the Board approve the 2020-2021 agreement with Hildi, Inc. for actuarial services.

### **BACKGROUND**

GASB 75 requires an actuarial valuation for Other Post-Employment Benefits (OPEB) liability every two years, beginning in 2018. At its July 11, 2018 meeting, the MESB awarded its RFP for these services to Hildi, Inc. Hildi, Inc. completed its 2018 report, which was accepted by the MESB in November 2018.

### **ISSUES & CONCERNS**

The initial agreement with Hildi, Inc. was in effect for the initial valuation study in 2018 and the 2019 roll-forward valuation. The MESB needs to sign a new agreement with Hildi, Inc. for the 2020 full GASB 75 valuation and the 2021 roll-forward valuation.

MESB will go out for RFP for actuarial services in 2021 for the 2022 full GASB 75 valuation with options to extend for a total of four years.

Board counsel has reviewed the agreement and had no issues.

### **FINANCIAL IMPACT**

The cost for the 2020 full valuation were included in the 2020 budget in accordance with the base fees included in Hildi's RFP response in 2018.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL

## AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated October 29, 2019 by and between Hildi Inc. with offices located at 14852 Scenic Heights Road, Suite 205, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and Metropolitan Emergency Services Board with offices located at 2099 University Avenue West, St. Paul, MN 55104 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so

granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Jill Rohret  
Executive Director  
Metropolitan Emergency Services Board  
2099 University Avenue West  
St. Paul, MN 55104

If to Consultant: Hildi Inc.  
14852 Scenic Heights Road  
Suite 205  
Minneapolis, MN 55344  
Attn: Jill Urdahl, FSA  
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.
20. Subject to the requirements of Minnesota Statutes section 16C.05, subdivision 5, Consultant agrees that the Company, the State Auditor, or any of their duly authorized representatives shall have the right to examine the books, records,

documents, and accounting procedures and practices of the Consultant that are relevant to this Agreement. The terms of this paragraph shall survive the termination of this Agreement for a period of six (6) years.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

**Company: Metropolitan Emergency Services Board      Consultant: Hildi Inc.**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: Jill Urdahl

Title: \_\_\_\_\_  
(Print or Type)

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)



**Exhibit 1 to  
AGREEMENT FOR CONSULTING SERVICES  
Consultant and Rate Schedule**

| Consultant Representative's Name  | Title                   | Effective Start Date  | Expected End Date |
|---|-------------------------|---|-------------------|
| Hildi Inc. Actuaries and Consultants  | Consulting Actuaries    | January 1, 2020   | December 31, 2021 |
| <b>Base Fees</b>  |                         |   |                   |
| The approximate budget for Hildi Inc. consulting services is as follows:  |                         |   |                   |
|   | <b>2020 Fiscal Year</b> | <b>2021 Fiscal Year</b>   |                   |
| GASB 75   | \$2,500                 | January 1, 2020 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending December 31, 2021.<br>Approximately \$500 - \$800 |                   |
| These Base Actuarial Fees include the following:  |                         |   |                   |
| <ul style="list-style-type: none"><li>• An Actuarial Report including all information required by the GASB Statements. Hildi Inc. will provide an electronic copy and three hard copies.</li><li>• A results meeting by conference call to discuss the results.</li><li>• Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.</li><li>• Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.</li></ul> |                         |   |                   |
| All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.   |                         |   |                   |

**SERVICES OR REQUIREMENTS:**

The Agreement for Consulting Services is dated October 29, 2019.

**Company: Metropolitan Emergency Services Board      Consultant: Hildi Inc.**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**November 13, 2019**

**Agenda Item:**

**8C. Amendment to MESB Policy 031  
Other Post-Employment Benefits Policy**

**Presenter:**

**Rohret**

### **RECOMMENDATION**

The Executive Committee recommends the Board not amend MESB Policy 031 – Other Post-Employment Benefits and not allow spousal OPEBs.

### **BACKGROUND**

The Metropolitan Emergency Services Board has established 30 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.

Policy 031 has been drafted to provide clarity to current and future MESB staff regarding the MESB's policy on Other Post-Employment Benefits (OPEB) and how these benefits are determined.

Over the course of several years, MESB staff has had various understandings of what OPEB benefits were available to those on staff prior to December 13, 2006, as well as how those benefits are to be administered.

The GASB 75 study shed new light on the issue and staff thought it was imperative that the Board had a written policy on the matter to provide guidance to current and future MESB staff which administers these benefits.

### **ISSUES & CONCERNS**

The MESB's actuarial firm, Hildi, Inc., contacted staff to provide the required update to the GASB 75 study and raised an issue of whether OPEB-eligible retiree spouses may receive OPEB benefits as well.

The issue was raised due to some information in the Anoka County 2019 Retiree Benefits document, which includes wording related to spousal coverage. The actuaries asked whether spouses should be included in the study.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** November 13, 2019  
**Agenda Item:** 8C. Amendment to MESB Policy 031  
**Other Post-Employment Benefits Policy**  
**Presenter:** Rohret

There is currently one retiree receiving OPEB benefits; this retiree does not receive spousal OPEB benefits. There are two current MESB employees who are eligible for OPEB benefits, only one of whom currently has a spouse who receives health insurance through the MESB.

Staff does not recall the Board ever discussing spousal benefits. Counsel does not recall such a discussion. Employee agreements for the two current eligible employees do not address spousal OPEB benefits.

Staff drafted an amendment to MESB Policy 031 to offer the Executive Committee a point at which to begin discussion.

This issue was discussed at the Executive Committee and the Committee voted to recommend the Board not amend the policy. By doing so, spouses will not be eligible for OPEBs once the employee retires.

### **FINANCIAL IMPACT**

If the Board determines that spouses are covered under the MESB OPEB policy, it would increase the Board's future OPEB liability. Using 2019 figures, the increase would be between \$864.00 - \$1,100.00, depending on when the employee retires. Benefits are calculated based on years of service.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



## **Anoka County Retiree Benefits**

In order to continue the benefits upon retirement you must meet the definition of a retiree as outlined in Anoka County Rules and Regulations and have the below benefits in place at the time of retirement.

**Retiree** - An individual who, at the time of termination of employment with Anoka County, is eligible to receive a full or reduced P.E.R.A. annuity, or is receiving a P.E.R.A. disability benefit.

### **\*For Employees Hired Prior to January 6, 2007\*** **RETIREE MEDICAL INSURANCE BENEFITS**

| <b>Years of benefits eligible service</b>           | <b>Single Coverage</b>  | <b>Family Coverage</b>  |
|---|---|---|
| <b>Must be of retirement age as defined by PERA</b> | <b>County pays:</b>   | <b>County pays amount towards single coverage <u>and</u> an additional:</b> |
| Less than 10 years                                  | No contribution   | No contribution   |
| 10-15 years   | ½ of County's single contribution for active employees each month   | \$2.65 x each full year of service, each month                              |
| 16-21 years   | Full amount of County's contribution for single coverage each month | \$3.60 x each full year of service, each month                              |
| 22-29 years   | Full amount of County's contribution for single coverage each month | \$4.15 x each full year of service, each month                              |
| 30 or more years                                    | Full amount of County's contribution for single coverage each month | \$4.60 x each full year of service, each month                              |

**To determine your contribution as a retiree, find the premium (below) and subtract the County's Contribution. These are 2019 rates and should be used for planning purposes only.**

| <b>Insurance Plan Name*</b>                   | <b>Single Premium</b> | <b>Family Premium</b> |
|---|-----------------------|-----------------------|
| BCBS Aware \$2,000/\$4,000 High Deductible    | \$752.42              | \$1,724.24            |
| BCBS Regional \$2,000/\$4,000 High Deductible | \$738.12              | \$1,628.84            |
| BCBS Aware \$3,000/\$6,000 High Deductible    | \$631.98              | \$1,452.36            |
| BCBS Regional \$3,000/\$6,000 High Deductible | \$624.82              | \$1,410.64            |

*\*If you, as the retiree, are the policy holder of the medical coverage and select one of the high deductible plans, the county provides a Health Reimbursement Arrangement (HRA) contribution. The HRA county contribution for single coverage is \$1,000 and \$2,000 for family coverage.*

(Over)

**Respectful, Innovative, Fiscally Responsible**

Government Center ▲ 2100 3<sup>rd</sup> Avenue, Suite 261 ▲ Anoka, MN 55303 ▲ [www.anokacounty.us](http://www.anokacounty.us)  
Office: 763-323-4304 ▲ Fax: 763-324-1060

**Affirmative Action / Equal Opportunity Employer**

**Below are the 2019 County contributions towards single coverage:**

| Insurance Plan Name                           | County Contribution towards Single Coverage | ½ County Contribution towards Single Coverage |
|---|---|---|
| BCBS Aware \$2,000/\$4,000 High Deductible    | \$653.44                                    | \$326.72                                      |
| BCBS Regional \$2,000/\$4,000 High Deductible | \$653.44                                    | \$326.72                                      |
| BCBS Aware \$3,000/\$6,000 High Deductible    | \$566.40                                    | \$283.20                                      |
| BCBS Regional \$3,000/\$6,000 High Deductible | \$566.40                                    | \$283.20                                      |

**\* In no case will the County's contribution exceed the cost of the retiree's medical insurance**

#### **Retirees with Medicare Parts A & B\***

| Medicare Supplement:<br>BCBS Plan N | with high Rx coverage<br>\$308.50/per person | with low Rx coverage<br>\$278.00/per person | without Rx coverage<br>\$160.00/per person |
|-------------------------------------|--|---|--|
|-------------------------------------|--|---|--|

**\* When you or your spouse become Medicare eligible the County will continue the County contribution towards your premium but in no case will the County's contribution exceed the cost of the retiree's medical insurance.**

### **OTHER BENEFITS**

#### **Life Insurance**

- Retirees with at least ten years of benefit-eligible County service will receive a \$2,000 group term life insurance policy at no cost to the retiree.
- Any other life insurance in place may be maintained by the employee for up to 18 months.

#### **Vision Coverage (material only)**

- A retired employee may continue on the County's vision insurance plan through COBRA (typically up to 18 months)  
 ➤ As of 01/01/2019 Single = \$4.12/month; Family = \$10.18/month

#### **Dental Insurance**

- A retired employee may continue on the County's dental insurance plan at the time of retirement.
- Retirees who elect to continue dental insurance benefits must pay the entire premium.  
 ➤ As of 01/01/2019 Single = \$46.76/month; Family = \$118.44/month

Note: Employees newly hired on or after January 6, 2007 who have not previously been employed in a regular position in Anoka County are eligible to continue coverage as retiree but there is no County contribution towards the County's health, dental and life group insurance plans upon retirement.

## Metropolitan Emergency Services Board

**Subject: Other Post-Employment Benefits Policy**

**Number: 031**

**Effective Date: 01-19-2019**

**Revision Date: 10-4-2019**

**PURPOSE:** The intent of this policy is to establish a consistent policy and understanding of the MESB's policy on Other Post-Employment Benefits (OPEB).

In December 2006, the MESB approved a change to its policy on offering OPEB benefits to employees. This change was predicated on changes within Anoka County, which provided payroll and benefit services to the MESB at that time.

Effective December 13, 2006, new MESB employees hired on or after that date are not eligible for Board funded OPEB benefits; these employees are ineligible to receive an employer contribution towards health, dental and life group insurance plans upon retirement. Retirees which were hired after December 13, 2006 may participate in the Board's life, health, and dental insurance plans, though they must pay the entire premium for continuation coverage.

Employees hired prior to December 13, 2006 are eligible for OPEB benefits upon retirement, including reimbursement of a portion or all of health insurance premiums for the life of the retiree. If the employee had spousal coverage upon retirement, the employee is eligible for reimbursement of a portion of the health insurance premiums for the life of the spouse. To receive these benefits, on the employee's last day of employment with the MESB, the employee must carry MESB sponsored health, dental, or life group insurance plans in order to receive the OPEB benefits. If the retiree interrupts his/her continuous participation in the Board's health, dental, or life group insurance plans, the retiree's rights to coverage are irrevocably forfeited.

### Health Insurance

Employees hired prior to December 13, 2006 must have at least ten years of benefit-eligible employment to qualify for contribution from the Board towards group health insurance upon retirement. When the employee qualifies for federally-subsidized health coverage, the Board will contribute the same amount, based on single coverage, described below toward payment of federally-subsidized health and/or supplemental health coverage.

| Years of Benefit Eligible Service | Individual Health Insurance Coverage                            |
|-----------------------------------|---|
| 10 – 15 years                     | One-half of the employer's contribution for single coverage.    |
| 16 years and beyond               | Full amount of the employer's contribution for single coverage. |

**Commented [JR1]:** If spouses are granted OPEB benefits, this table will be adjusted to reflect rates in accordance with Anoka County.

*The MESB's reimbursement will not exceed the cost of the retiree's medical insurance.*

To receive premium reimbursement, the retiree must annually submit proof of payment of health insurance premiums to the MESB in order to be reimbursed. MESB staff will consult with Anoka County to determine the amount it provides to retirees that either remain on the County's plans or the amount it provides to retirees with Medicare Parts A & B. The amount is adjusted annually in the same manner it is adjusted for Anoka County employees.

## **Metropolitan Emergency Services Board**

**Subject: Other Post-Employment Benefits Policy**  
**Number: 031**

**Effective Date: 01-19-2019**  
**Revision Date: 10-4-2019**

### **Life Insurance**

Retirees with at least ten years of interrupted or uninterrupted benefit-eligible MESB service will receive a \$2,000 group term life insurance policy at no cost to the retiree.

Any other life insurance in place may be maintained by the retiree for up to 18 months.

### **Dental Insurance**

A retired employee may continue on the MESB's dental insurance plan at the time of retirement. Retirees who elect to do so must pay the entire premium.





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**November 13, 2019**

**Agenda Item:**

**8D. Approval of MESB 2020**

**Legislative Agenda**

**Presenter:**

**Rohret**

### **RECOMMENDATION**

The Executive Committee recommends approval of the 2020 MESB Legislative Agenda, which, once approved, will be sent to MESB member agencies as an informational item.

### **BACKGROUND**

In past years, the Metropolitan Emergency Services Board developed a legislative agenda which was approved by the Board. The agenda is MESB staff and MESB lobbyists' best estimates of items which may arise during the 2020 legislative session.

### **ISSUES & CONCERNS**

The 2020 legislative session begins on February 11, 2020. Many 2020 agenda items are carried over from previous years. The legislative agenda is divided into three sections: General Items, 9-1-1/ARMER Items, and EMS Items.

**General Items** include keeping the Statewide Emergency Communication Board under DPS rather than MN IT (it is unknown if this will be an item or not; it is being kept on the legislative agenda in the event it arises), as well as maintaining the SECB's authority over ARMER and 9-1-1. The other General Item is to maintain the 9-1-1 special revenue fund for public safety communications use only. These items have been included in previous legislative agendas.

**9-1-1/ARMER** Items includes amendments to MS 403 to update the composition of the Statewide Emergency Communication Board. The updates will restore the 1/3, 1/3, 1/3 balance of the board and will add a seat for Tribal governments. Additionally, the amendments will include updating the definition of the metropolitan area, for the purposes of Chapter 403, to include Chisago, Isanti and Sherburne counties. It is doubtful that any changes will be made to the 9-1-1 portions of Chapter 403 in 2020.

There are three new items in the 9-1-1/ARMER section. The first is initiative likely to be introduced by Minnesota County IT Leadership Association (MNCITLA) and/or Association of Minnesota Counties (AMC) to provide some on-going maintenance funds to counties to maintain GIS data related to NG9-1-1. The second is reclassifying public safety telecommunicators to a public safety grade profession rather than the current clerical position classification. It is unknown if this will be a 2020 initiative or not; a State Representative inquired with a metro county about this issue. The third item is amending Chapter 403 to clarify what Multi-Line

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**November 13, 2019**

**Agenda Item:**

**8D. Approval of MESB 2020**

**Legislative Agenda**

**Presenter:**

**Rohret**

Telephone Systems (MLTS) can implement for a 24x7 private answering point. This item could be sponsored by the MESB if DPS will not/cannot put it in its bill.

EMS Items include: establishing long-term sustainable funding for EMS, including requesting General Fund dollars to fully cover regions' administrative/overhead expenses, as well as to restore old programs or provide new programs within the regions; seeking an increase in distracted driving funds to allow for additional funding, similar to Seatbelt Funds, for the eight EMS regions (and would include allocating some amount to the Department of Public Safety); maintaining the regional EMS grant program under the Emergency Medical Services Regulatory Board (EMSRB); and repealing EMS Rules 4690.1900, which requires EMS communications plans separate from the ARMER plan.

### **FINANCIAL IMPACT**

No direct impact, except staff time at the Capitol. If some items are successful, such as increased funding for EMS regions, the MESB would later experience greater revenue.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL

**Metropolitan Emergency Services Board  
2020 Legislative Agenda - DRAFT**

| Item  | Sponsor | Lobby | Support | Monitor | Notes   | Year First Pursued | Adjacent Issues  | Possible Support From  | Possible Opposition From                 |
|---|---------|-------|---------|---------|---|--------------------|--|------------------------|--|
| <b>General Items</b>  |         |       |         |         |   |                    |  |                        |  |
| Keep SECB under DPS, rather than MN IT  |         | ✓     | ✓       | ✓       | This is a historical stance, but there is still concern that there may be a push to move SECB to MN IT. Public safety does not view ARMER as an IT project.   |                    |  | MSA, MSFCA, MAA        | MnIT                                     |
| Maintain the 9-1-1 Special Revenue Fund only for public safety communications use   |         | ✓     | ✓       | ✓       | In the past there have been attempts to use 911 funds for general fund purposes.  |                    | 911 Fee Diversion; unknown if DPS will pursue changing language related to the 911 fee to remove recipients the FCC would consider diversionary.   | DPS                    |  |
| <b>911/ARMER Items</b>  |         |       |         |         |   |                    |  |                        |  |
| (GIS) - Funding for counties' on-going maintenance of GIS data for 9-1-1  |         | ✓     | ✓       | ✓       | Anticipated introduction by MNCITLA and/or AMC.   | New                | Will this raise questions about whether cities should receive funding as well? Opposition could arise depending on the funding source.   | AMC, MNCITLA, Counties | LMC, MnGeo, DPS                          |
| DPS amendments to MS 403 to change/update SECB composition  |         |       | ✓       | ✓       | Anticipated introduction. Will add Department of Corrections to SECB (will restore 1/3, 1/3, 1/3 representation) and add a seat for Tribal Nations. Possible amendment to definition of metropolitan area to include Chisago, Isanti and Sherburne Counties.      | 2019               | Any opportunity to amend MS 403 could open statute to additional changes, particularly the 9-1-1 fee. There are many entities which would like to receive funds from the 911 special revenue fund, regardless of whether the program is 911 related. |                        |  |
| Change in employment classification of public safety telecommunications from clerical to protective service occupations   |         | ✓     | ✓       | ✓       | In Congress, the 9-1-1 SAVES Act (HR 1629/S 1015) was   | New                | Change in PERA - could telecommunications qualify for Police & Fire PERA?  | MSA, MCPA              |  |
| Amend MS 403 to clarify MLTS requirements for using a 24x7 private answering point  | ✓       | ✓     | ✓       | ✓       | Possible item to be sponsored by MESB or by ECN. This amendment would clarify what Multi-Line Telephone Services can use for a 24x7 private answering point. Could be included in the DPS MS 403 amendments or MESB could sponsor separately if DPS cannot do so. | New                | Any opportunity to amend MS 403 could open statute to additional changes, particularly the 9-1-1 fee. There are many entities which would like to receive funds from the 911 special revenue fund, regardless of whether the program is 911 related. |                        | Multi-line telephone system vendors/ MTA |
| VoIP provider legislation   |         |       |         | ✓       | Monitor to ensure compliance with 9-1-1 statutes.   | 2014               |  |                        |  |
| <b>EMS Items</b>  |         |       |         |         |   |                    |  |                        |  |
| Long-term sustainable funding for EMS regions, including requesting an additional \$2.8 million in General Revenue Funds to be divided among all 8 EMS regions  | ✓       | ✓     | ✓       | ✓       | Since 2017, this has been introduced and included in various bills only to fall out of omnibus bills at the last moment.  | 2017               |  |                        |  |
| Seek an increase in fines for distracted driving to allow for additional funding for all 8 EMS regions. As with seatbelt funds, a portion of the increase would go to the Department of Public Safety |         |       | ✓       | ✓       | Could be a source of revenue, similar to seat belt fines, particularly if the general fund appropriation is not changed.  | Never pursued      | Would be competing with other requests for use of this revenue   |                        |  |
| Maintain EMS regional grant program under EMSRB, rather than moving to MDH  |         | ✓     | ✓       | ✓       | MAA introduced this bill in 2016, though it did not succeed. They may introduce it again. Metro Region cannot meet requirements of MDH's Office of Rural Health, which was the agency proposed in 2016.   | 2016               |  |                        | MAA                                      |
| Amend EMS rules to repeal 4690.1900   |         | ✓     | ✓       | ✓       | Rule Change - never pursued   |                    |  |                        |  |





## PROPOSED 2020 MESB MEETING SCHEDULE

### **Full Board**

January 8

March 11

May 13

July 8

September 9

October 29 or 30\*

### **Executive Committee**

February 12

April 8

June 10

August 12

October 14

December 9

All meetings are held 10:00 a.m. – 11:30 a.m.

Full Board meets the second Wednesday of odd-numbered months.

Executive Committee meets the second Wednesday of even-numbered months.

\*Because the regular November Board meeting falls on Veteran's Day, that meeting is being moved to Thursday, October 29 or Friday, October 30, 2020.





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**November 13, 2019**

**Agenda Item:**

**11A. 2019 Executive Director  
Performance Review**

**Presenter:**

**Chair Miron**

### **RECOMMENDATION**

The Executive Committee recommends the Board approve a performance rating for the Executive Director of “greatly exceeds standards” and approve a 4.5% base salary increase and a 2% lump sum increase, in accordance with the 2019 Dakota County Merit Compensation Plan.

### **BACKGROUND**

In March 2019, the MESB approved Policy 032-Executive Director Performance Review in an effort to establish a consistent process for conducting performance reviews for the Executive Director.

### **ISSUES & CONCERNS**

For the 2019 performance review of the Executive Director Policy 032 was followed. The Executive Director supplied an update on the progress of her 2019 goals, as well as her goals for 2020 to the Board when the performance review survey link was emailed out. Ten responses to the performance review survey were received.

At the October 9, 2019 Executive Committee meeting, the Executive Committee discussed the Executive Director’s performance and approved its rating and corresponding merit increase, in accordance with the 2019 Dakota County Merit Compensation Plan.

### **FINANCIAL IMPACT**

The 2020 MESB operational budget included a 4% overall merit increase for all staff. Staff believes that the recommended merit increase for the Executive Director would fit within the 2020 operational budget as a whole, taking into account merit increases and potential FTO conversion by staff.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL

## Metropolitan Emergency Services Board

**Subject: Executive Director Performance Review**

**Number: 032**

**Effective Date: 03-13-2019**

**PURPOSE:** The intent of this policy is to establish a consistent process for conducting the Executive Director's annual performance review.

An annual review of the Executive Director's performance is required in the employment agreement between the MESB and its Executive Director, as well as in accordance with Dakota County's Merit Compensation Plan. The Board Chair will be responsible for leading the performance review process, with support from Dakota County Employee Relations staff.

The annual performance review is used to assess the employee's contribution to organization results, the employee's career growth and development, and to determine the employee's eligibility for a merit increase. Performance reviews are assessed based on the performance objectives and competencies approved by Dakota County Employee Relations for the job classification.

When a new Executive Director is hired, a six-month probationary review will be conducted to determine if the Executive Director has met all the performance requirements of the position. If the Executive Director passes the probationary review, an additional performance review will be conducted 12 months after the employee's hiring date. Once the six- and 12-month performance reviews have been conducted, an annual performance review will be completed at or near the common MESB employee performance review date at the end of each calendar year.

### **Process**

By September 1 of each year, the Executive Director shall submit to the Board Chair a self-review which includes a summary of progress on that year's goals. The self-review will also include goals for the upcoming year.

By September 1 of each year, with the assistance of Dakota County Employee Relations, the Executive Director shall create an electronic Performance Review survey. The Executive Director shall send the survey to the Board Chair and copy the Vice Chair and the Dakota County Employee Relations Generalist to which the MESB is assigned for review and approval. Survey scoring categories shall match those included in the Dakota County Merit Compensation Plan.

On the third Monday of September, the Dakota County Employee Relations Generalist shall email the performance review survey link to MESB Board Members and staff, along with the Executive Director's self-review and progress report. The survey will remain open for two weeks.

Dakota County Employee Relations Generalist shall compile survey responses and send them to the Board Chair for review, along with the Dakota County Merit Compensation Plan.

At the October MESB Executive Committee meeting, the Board Chair will present the summary of the Executive Director Performance Review survey results with the assistance of Dakota County Employee Relations. The Executive Committee will develop a recommendation to



## Metropolitan Emergency Services Board

**Subject: Executive Director Performance Review**

**Number: 032**

**Effective Date: 03-13-2019**

present to the Board at its November meeting. When the Board approves a merit increase, it will take effect with the first pay period of the following year.

### **Probationary Reviews**

The aforementioned process will be followed, adjusting dates so the review occurs as close to the six-month employment anniversary as possible. Per the Dakota County Merit Compensation Plan, in years where a merit opportunity is available, and based on the plan year merit guidelines within which they fall, 50% of the merit increase is provided upon successful completion of the initial six-month probationary period. At the conclusion of the first 12 months of work in the job, a second six-month performance review is conducted and, depending on available merit guidelines, 50% of the eligible merit increase is provided upon successful performance.

**DAKOTA COUNTY**

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**2019**

**Merit Compensation  
Policy & Plan**

# DAKOTA COUNTY

## MERIT COMPENSATION POLICY & PLAN

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### **I. INTRODUCTION**

The Dakota County philosophy regarding compensation systems and wage and salary administration flows from a belief that all employees are to be provided competitive rewards for achievement. Embodied in this statement are the concepts of output or results-based merit pay in the context of market driven compensation structures. Contained within this broad statement are the County's compensation goals, including 1) attraction and retention of personnel, 2) rewards for excellence, 3) facilitation of compensation equity, 4) equitable distribution of limited County compensation resources, 5) achievement of pay/performance and contribution relationships, 6) possibility of salary differentiation from the highest to the lowest level of performance and contribution, and 7) clear communication of these objectives to all affected employees. The elements of Dakota County's compensation program have been structured to support and advance these objectives.

### **II. ADMINISTRATIVE GUIDELINES**

#### **A. Participation**

The provisions of this Plan apply to all Dakota County employees unless specifically addressed in a collective bargaining agreement. All Dakota County employees who are not represented by a collective bargaining unit, or are not participants in the Unclassified Employees' Compensation Plan, will participate in the Dakota County Merit Compensation Plan. New employees will participate immediately upon employment.

#### **B. Plan Update**

The Employee Relations Director will annually review all aspects of the Plan, including salary ranges and grade structure, salary increase matrixes, and administrative guidelines. Any recommended changes due to internal organization modifications, external market factors, strategic programmatic and administrative considerations, or other relevant issues will be proposed to the County Board in a timely fashion.

### **III. COMPENSATION PROGRAM ELEMENTS**

#### **A. Policy**

It is the policy of Dakota County to provide its employees equitable compensation and financial incentives, to the extent permitted by law, to promote attainment of the highest levels of performance and organizational contribution. The County recognizes that compensation policies are a key factor in the County's ability to attract, retain and motivate well-qualified individuals to participate in the achievement of its objectives. Therefore, the Dakota County Merit Compensation Plan is based on the principles of internal and external pay equity and is designed to relate to the extent possible, an individual's salary to performance and contribution to organization results.

## **B. Salary Structure**

The County salary structure (Attachment II) consists of 18 salary grades with a corresponding salary range for each grade. Salary ranges are formulated around a midpoint, and a salary range spread is calculated. Salary ranges are segmented into four quartiles. The structure is midpoint-driven which means the market rate for County positions is approximately the midpoint of the salary ranges. Market rate is defined as what comparison jurisdictions are actually paying employees in comparable positions. Movement beyond the market rate is dependent upon high performance ratings and tenure in position.

Salary ranges are analyzed and may be adjusted each year based on a number of factors including relative changes in the labor market, inflationary measures, budgetary impact as well as fluctuation in the prevalence of certain job skills in the marketplace.

## **C. Performance Reviews**

Supervisors shall conduct one informal interim performance review to occur mid-review cycle and one formal performance review to occur at the conclusion of the employee's performance review cycle. The annual formal performance review is used to assess the employee's contribution to organization results, to assess the employee's career growth and development and in years when a compensation increase is available, to determine the employee's eligibility for a merit increase. Performance reviews are assessed based on the performance objectives and competencies approved by Employee Relations for the job classification.

The interim review is intended to ensure employees understand how they are performing against established objectives and competencies and provide the opportunity to discuss mutual expectations and make any necessary mid-year corrections. The interim review identifies strengths and areas for improvement. Interim reviews are documented in dated summary memorandum(s) and maintained by the department.

The formal performance review is conducted within 15 days of employees' annual performance review dates. Prior to the conclusion of the evaluation period, employees are expected to complete a self-assessment and to transmit the self-assessment to the appraising supervisor for use in completing their performance review.

Completed performance review documents are signed by the supervisor, the employee and the next higher level of management. The employee's signature indicates that the appraisal has been discussed with the supervisor, but does not necessarily indicate agreement with document content. Employees shall be provided adequate time to review and provide summary comments to the final review document. If an employee refuses to sign the document, it is so noted and the review is processed. Completed performance review documents are retained by Employee Relations consistent with the County retention schedule and related policies.

At the discretion of management, a supervisor's salary increase may be delayed until all scheduled performance reviews are completed. The performance review process combines an assessment of objective success measures and position competencies.

**Exceptional Performance** - is reserved for rare achievements. Employees who receive this level of performance have performed at a level that is well beyond the performance of their top performing peers in a given year. These employees have developed, implemented, or created processes or work results that surpassed all others and brought great value to the County.

**Greatly Exceeds Performance Standards** - is reserved for a limited number of employees who, in a given year, demonstrate extraordinary performance. This rating may result from especially noteworthy accomplishments and/or exceptional performance during the review period that exemplifies organizational excellence.

**Exceeds Performance Standards** - is to recognize a pro-active performer. Results of assigned responsibilities consistently meet and frequently exceed baseline expectations. Routinely evaluates priorities and maximizes opportunities for improvement and collaboration; is pro-active and effective in performing for group success, integrating change, learning and sharing information, understanding and sustaining organizational values and objectives; serves as an example of professionalism and excellence.

**Meets Performance Standards Performance** - is to recognize a reliable, responsive performer. Results of assigned responsibilities meet baseline expectations, regularly or with minimal training or coaching. Takes the steps needed to accomplish tasks, can integrate change as proscribed, complies with group needs while performing individual tasks, and can learn and apply specified information when necessary. Demonstrates conduct appropriate for the workplace and acts consistently within organizational values and objectives.

**Below Performance Standards** - does not achieve baseline performance expectations due to insufficient skill or effort. Results of some or all assigned responsibilities fail to meet baseline expectations. Frequently requires assistance, coaching or regular oversight to complete basic/routine job responsibilities. May be inconsistent in the demonstrated ability to adapt to change and apply new information to assigned tasks or roles and their performance may slow or damage group productivity, functioning or credibility.

Employees who receive a Below Standards rating will receive formal performance reviews at six-month intervals until documented performance warrants a Fully Meets Standards rating. If after the six-month review the employee receives a Meets Standards or above rating, a full merit increase is processed and the review date is adjusted to twelve months after that date. Employees who receive multiple or consecutive Below Standards ratings will be subject to disciplinary proceedings, up to and including discharge.

#### **D. Individual Development Plans**

As part of the County's formal performance review process, supervisors and employees are encouraged to jointly complete an Individual Development Plan (IDP). Formal discussions of job and career objectives, position enrichment and development may also be included. Development or career objectives should be tied to departmental and County-wide goals.

Completion of an IDP is required if the employee is planning to request tuition reimbursement or if a supervisor has determined that the employee is to complete one.

## **E. Salary Increase Matrix**

The County Merit Matrix is based on the principle that salary range position and performance as reflected in organizational contribution bear a direct relationship and that gravitation toward the market rate (Q2) should occur.

For purposes of the salary increase matrix, salary range position is identified by compa-ratio. This figure represents participants' actual compensation expressed as a percentage of Q2 of the assigned salary range (i.e. compa-ratio of 100.0 = actual compensation at Q2 of the salary range).

The structure of the annual merit matrix (Attachment I) reflects percentage increases based on two dimensions: range position (Quartile 1, 2, 3 & 4) and performance rating. When a merit increase is available, a high performer in a low segment of the salary range may receive a greater base salary increase than an equivalent performer in an upper portion of the salary range. Note that employees whose performance is rated as Below Standards, are in no case eligible for an increase to base salary or a lump sum payment. In no instance will an employee's base salary be increased above the range maximum.

Administering an effective performance-based, market system requires a commitment to truly differentiate performance. There is no expectation that every employee will reach the salary range maximum. Appropriate ratings differentiation is expected. Those employees who perform at higher levels receive greater rewards.

## **G. Extra Meritorious Award**

The Extra Meritorious Award provides up to a 2% lump sum payment of the employee's salary for recognition of special achievements outside the normal expectations of a non-union employee's position. Employees are eligible for an Extra Meritorious Award once per calendar year. Extra Meritorious Awards are approved or disapproved by the County Manager after review and consultation with Employee Relations.

## **H. Promotion**

A promotion is defined as the selection of an internal candidate through the competitive recruitment process into a position at a higher salary grade.

At the time of a promotion decision, the affected employee receives a performance review of the time worked in the current position since the most recent performance appraisal. Upon promotion, employees are eligible for an increase of up to 10% of their actual base salary, or placement at the new salary range minimum, whichever is greater. If the employee's resulting base salary is below Quartile 1 of the new salary range, internal equity and the employee's appropriate placement within the salary range may be considered when implementing a promotional salary action and an additional increase may be proposed. All promotional salary actions require approval by Employee Relations.

Employees promoted into a supervisory position will typically not earn less than 90% of the highest paid subordinate employee in the work unit unless unique circumstances exist. All promotional salary increases will be approved by Employee Relations and reviewed with the Department Director prior to a promotional job offer being extended.

## **I. Demotion**

- *Involuntary*

An involuntary demotion is defined as a reassignment from one position to another, which has a lower salary range or classification as a result of a performance-based consequence or other disciplinary procedure. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary is subject to adjustment on a case by case basis as approved by Employee Relations.

- *Voluntary*

A voluntary demotion is defined as the selection of an internal candidate through the competitive process into a position at a lower salary range or classification. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary reduction will be calculated to the same range position on the lower salary range as they were on the higher salary range. Adjustments will be based on internal equity considerations and approved by Employee Relations.

- *Reorganization*

If a demotion is the result of reorganization or unforeseen organization or structure changes and if the affected employee's salary is above the new salary range maximum, the salary is frozen until such time as the salary is within the new salary range.

## **J. Job Evaluation**

Through the County's job evaluation and classification policy, the County ensures that appropriate relationships between classifications and jobs are established and maintained over time through application of a periodic job description review process and reorganization studies when appropriate.

## **K. Reclassification**

A reclassification is defined as movement to another salary grade or classification as a result of approved changes in job duties significantly modifying the position responsibilities. When a position is reclassified to a higher salary grade, employees are eligible for an increase of up to 5% of their actual base salary or placement at the new salary range minimum, whichever is greatest.

Through the periodic job description review process, the County ensures job descriptions are reviewed and updated regularly as changes to services, processes and related job duties occur. When a department plans a substantive structural or work process change they are urged to contact Employee Relations to determine if a reorganization review is needed to ensure classification consistency is maintained and the proposed changes are cost neutral.

Positions may be reclassified with no change in salary grade, upward (higher classification/salary grade); or downward (lower classification/salary grade). If the affected employee's current salary is below the new salary range minimum, the salary is increased to the range minimum. Reclassification downward generally results in no immediate change to the employees' salary. If the employee's salary is above the salary range maximum for the new classification, the salary is frozen until such time as the salary is within the new salary range. When the employee's salary is within the new salary range and in years when a merit opportunity is available, the employee will be eligible on the normal performance review date

for a merit increase based upon documented performance rating. Reclassification of a job class does not change the employee's review date or seniority date.

#### **L. Working Out of Grade**

Out-of-grade pay may be requested whenever an employee is designated by their supervisor to perform all of the duties and responsibilities of a position in a higher salary grade for a period of 10 consecutive work days or more. Employee Relations reviews the proposed out-of-grade request prior to an appointment and approvals shall be limited to a period not to exceed six-months, however extensions may be requested. Generally, working out-of-grade is the result of a temporarily vacant position. In such a case and for the duration of the out-of-grade assignment, the employee is eligible for a payment of up to 5% of their actual base salary, or placement at the higher salary range minimum, whichever is greater. The out-of-grade payment will be retroactive to the first day the employee worked in the higher classification and may be paid as an adjustment to the hourly rate or paid in a lump-sum at the conclusion of the out-of-grade assignment. Employees being considered for an out-of-grade assignment must meet the minimum qualifications of the position in the higher classification.

Whenever an employee is directed to temporarily perform most, but not all, of the duties and responsibilities of a position in a higher salary grade as defined above for a period of 10 consecutive work days or more, the employee is eligible for a partial out-of-grade payment of up to 3% of their actual base salary to be paid in a lump-sum as indicated in paragraph one of this section.

If an employee's review date occurs during the time they are working in an out-of-grade assignment, a salary adjustment consistent with the Merit Compensation Plan is computed based upon the employee's regular position salary rate minus the out-of-grade differential, as defined in this policy or applicable labor contract. The out-of-grade rate is then added to the employee's new base salary. When the employee returns to their regular position, they are compensated at their regular rate and they no longer receive the temporary payment received for the out-of-grade assignment.

If the employee is promoted to the out-of-grade position, the time since the employee's last performance review is "closed out" by conducting a performance review for the period in question. The employee then serves a six month probation period. The salary of the promoted employee shall be no less than the rate of pay while serving in the out-of-grade assignment.

If a classified employee is temporarily appointed to an unclassified position, these guidelines may be adjusted to fit the circumstances, subject to review by Employee Relations.

#### **M. On-Call Compensation**

While employees are outside normal work hours but are designated to be on-call they shall be compensated for on-call status at the rate of two dollars (\$2.00) per hour for each hour they are designated on-call. An employee called back to work outside of the employee's regular shift shall receive a minimum of two (2) hours pay for such callback. Exempt employees are compensated at the straight time rate and non-exempt employees are compensated at the rate of one and one-half times the normal pay rate. This provision shall not apply to an extension of shift or early report to a regularly scheduled shift.

To utilize this provision, a department shall design an on-call plan for approval by Employee Relations (ref. Policy 3200). Salary adjustments must be made in the context of the approved plan.



## **N. Wage and Salary Guidelines**

- *Full Merit Concept*

All employee base and any lump sum salary actions are provided based solely on the County's Merit Matrix and related guidelines; all base and any lump sum salary actions occur on employees' established annual merit review dates.

- *Merit Matrix*

The Merit Matrix guidelines provide percentage base and lump-sum increases for each level of performance. The merit increase is a percentage calculated on the Q2 rate of the employee's applicable salary range if the salary is below the Q2 rate, and calculated on the employee's base salary if above the Q2 rate.

For employees below the range maximum and whose base adjustment would result in an increase above the salary range maximum, the salary increase is available only to the range maximum rate. There are no base or lump sum increases beyond the range maximum.

- *Performance Review Date*

The performance review date has historically been the date on which the employee was last hired, promoted or demoted to a new job classification. Departments are strongly encouraged to move employees to common review dates in order to more equitably evaluate performance across work units. In the year of movement to a common review date an employee's merit increase is prorated from the date of the most recent merit increase. Employees' review dates are adjusted or in the event of approved unpaid leaves of absence of 90 days or more. Where departmental common review dates exist, merit increases will be prorated for unpaid leaves of absence of 90 days or more.

- *Effective Dates of Increases*

Any available pay increases will be effective the first day of the pay period in which the performance review date falls. This effective date will not affect the employee's performance review date.

- *Six-Month Probationary Performance Reviews*

Six-month probationary performance reviews are conducted to determine if the employee has met all the performance requirements of the position. In years when a merit opportunity is available and based on the plan year merit guidelines within which they fall, 50% of the merit increase is provided upon successful completion of the initial probationary period. At the conclusion of the first 12 months of work in the job, a second six-month performance review is conducted and depending on available merit guidelines, 50% of the eligible merit increase is provided upon successful performance.

- *Salaries Below the Range Minimum*

At the beginning of a calendar year, employees compensated at rates less than the minimum of the new salary ranges, will be adjusted to the new range minimum.

- *Increases to Top of Range*

No employee's salary may exceed the salary range maximum. In years with an available merit increase opportunity, a base increase may be given up to the maximum. There are no base or lump sum increases if an employee's salary is at the salary range maximum rate.

#### **O. Approval Process**

All performance review and salary increase materials and documentation require two levels of approval signatures. Consistent with County policy, individual Divisions/Departments may require additional approvals. After appropriate Division/Department approval, all review materials are forwarded to Employee Relations in advance of the payroll deadline, for final approval and processing.

#### **P. Market Adjustment**

When a market analysis for a specific job class indicates the assigned salary range mid-point deviates, positively or negatively, from the market by more than 10%, the job class may be placed at an established salary grade that most closely corresponds to the applicable market rate. The job class is administered in the context of the adjusted grade. All market adjustments will be re-evaluated on a regular basis.

#### **Q. Plan Exceptions**

The County Manager may approve exceptions to the Plan. These will generally involve internal and labor market equity considerations or unusual circumstances and will occur only upon the recommendation of the Employee Relations Director.

#### **R. Policy Implications**

The provisions of this Plan supersede any applicable Dakota County Employee Relations Policies and Procedures.

# DAKOTA COUNTY NON-UNION MERIT COMPENSATION PLAN

## 2019 Merit Matrix

The Merit Matrix guidelines provide maximum recommended percentage increases for each level of performance and for each of the four salary quartiles. Contained within each matrix cell is a recommended base salary adjustment. All below Q2 salary actions are a percentage of the Q2 rate. All above Q2 salary actions are a percentage of the employee's base salary.

| Salary Range | PERFORMANCE RATING      |  |                           |                           |                           |                 |
|--------------|-------------------------|--|---------------------------|---------------------------|---------------------------|-----------------|
|              | Exceptional Performance |  | Greatly Exceeds Standards | Exceeds Standards         | Meets Standards           | Below Standards |
| Q4           | + 1.0% Lump sum         |  | 3.5% base + 3.0% lump sum | 3.5% base + 2.0% lump sum | 3.5% base + 1.0% lump sum | 0%              |
| Q3           | + 1.0% Lump sum         |  | 4.5% base + 2.0% lump sum | 4.5% base + 1.0% lump sum | 3.5% base + 1.0% lump sum | 0%              |
|              |                         |  |                           |                           |                           |                 |
| Q2           | + 1.0% Lump sum         |  | 6.5% base                 | 5.5% base                 | 4.5% base                 | 0%              |
| Q1           | + 1.0% Lump sum         |  | 6.5% base                 | 5.5% base                 | 4.5% base                 | 0%              |

## 2019 DAKOTA COUNTY PAY EQUITY COMPENSATION STRUCTURE

| Grade | Minimum   | Q-1       | Midpoint  | Q-3       | Maximum   |
|-------|-----------|-----------|-----------|-----------|-----------|
| 100   | \$24,326  | \$27,366  | \$30,407  | \$34,208  | \$38,009  |
| 101   | \$27,245  | \$30,650  | \$34,056  | \$38,313  | \$42,570  |
| 102   | \$30,514  | \$34,329  | \$38,143  | \$42,911  | \$47,679  |
| 103   | \$34,176  | \$38,448  | \$42,720  | \$48,060  | \$53,400  |
| 104   | \$38,277  | \$43,062  | \$47,846  | \$53,827  | \$59,808  |
| 105   | \$42,870  | \$48,229  | \$53,588  | \$60,286  | \$66,985  |
| 106   | \$48,015  | \$54,017  | \$60,018  | \$67,521  | \$75,023  |
| 107   | \$53,777  | \$60,499  | \$67,221  | \$75,623  | \$84,026  |
| 108   | \$60,230  | \$67,758  | \$75,287  | \$84,698  | \$94,109  |
| 109   | \$67,457  | \$75,889  | \$84,322  | \$94,862  | \$105,402 |
| 110   | \$75,552  | \$84,996  | \$94,440  | \$106,245 | \$118,050 |
| 111   | \$84,618  | \$95,196  | \$105,773 | \$118,995 | \$132,216 |
| 112   | \$94,773  | \$106,619 | \$118,466 | \$133,274 | \$148,082 |
| 113   | \$106,145 | \$119,414 | \$132,682 | \$149,267 | \$165,852 |
| 114   | \$118,883 | \$133,743 | \$148,603 | \$167,179 | \$185,754 |
| 115   | \$133,149 | \$149,792 | \$166,436 | \$187,240 | \$208,045 |
| 116   | \$149,127 | \$167,767 | \$186,408 | \$209,709 | \$233,010 |
| 117   | \$167,022 | \$187,899 | \$208,777 | \$234,874 | \$260,972 |

Shaded salaries exceed the Local Government Salary Cap and are currently unavailable to Dakota County employees.