

Falcon Heights City Council Workshop

**City Hall
2077 W Larpenteur Ave.
6:00 p.m.**

AGENDA Wednesday, June 12, 2013

- 1) Discussion on St Anthony Police Contract Renewal (Attachments)**
- 2) Discussion with Ehlers on funding Scenarios for 2013 Street Improvement Projects (Attachments and information will be provided at the Workshop)**

If you have a disability and need accommodation in order to attend this meeting, please notify City Hall 48 hours in advance between the hours of 8:00 a.m. and 4:30 p.m. at 651-792-7600. We will be happy to help.



The City That Soars!

Council Workshop Staff Report

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| Meeting Date | June 12, 2013 |
| Agenda Item | Workshop 1 |
| Attachment | Contract Agreement for Police Services between Flacon Heights and St. Anthony |
| Submitted By | Bart Fischer, City Administrator |

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| Item | Discussion on the St. Anthony Police Contract Renewal |
| Description | <p>The present Police Services Contract with the City of St. Anthony will expire at the end of 2013. As part of the agreement, both cities attempt to have the next contract in place by mid-summer of the previous year for budget planning purposes.</p> <p>From a Falcon Heights Staff perspective, it has been a pleasure working with the St. Anthony City Staff on negotiations of this contract. St. Anthony Staff willingly opened their books in an effort for all parties (including Lauderdale) to be able to see the true costs of the Police contracts for all. It is staff's opinion that the attached agreement with St. Anthony for Police Services is fair and equitable. The major differences from the last contract are:</p> <ul style="list-style-type: none"> -A 2.5% increase over the past 2 year contract due to an increase of costs to St. Anthony of 2% in wages, 13.3% in health insurance costs and an increase in budgeted fuel costs from \$3.00/gallon to \$3.75/gallon. -A desire by both parties to enter into a 1 year contract vs. a 2 year contract as this will better align future negotiations with St. Anthony's timeline for union negotiations with PD staff. <p>Falcon Heights Staff wanted to discuss this contract with City Council in a Workshop before bringing it for final approval at an upcoming City Council meeting. Once again, Staff feels this is a fair and equitable contract and that St. Anthony has been forthcoming and very open in showing costs associated with the contract with Falcon Heights. Also, Staff feels that the City of Falcon Heights receives an excellent Police service from St. Anthony at a cost effective price. Staff would recommend moving forward with approval of this contract at the June 26, 2013, City Council meeting</p> |
| Budget Impact | The proposed 1 year contract would include a 2.5% increase over the past year's contract. This increase will be budgeted for in the 2014 Budget. |
| Attachment(s) | Contract Agreement for Police Services between Flacon Heights and St. Anthony |

| Action(s) Requested | Discussion |
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CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of _____, 2013 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF FALCON HEIGHTS, a municipal corporation under the laws of the State of Minnesota ("Falcon Heights"). The services to be performed under this Agreement will commence January 1, 2014.

I. PURPOSE

St. Anthony and Falcon Heights have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which St. Anthony will provide police services for Falcon Heights. St. Anthony will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Falcon Heights. St. Anthony will provide feedback to the Falcon Heights City Administrator and City Council on a regular and timely basis, and will actively support the creation of a Joint Advisory Committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered following the preparation by Falcon Heights of a Request for Proposal for Police Services and the submission of a Responsive Proposal by St. Anthony (the "Proposal"). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties' intent.

III. SERVICES

St. Anthony will provide Falcon Heights with 24 hour police service, and will physically place a certified officer within the boundaries of Falcon Heights 24 hours each day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing a backup for another officer, or when called away for a court appearance, booking or similar police matter. Subject to these exceptions and in normal circumstances, St. Anthony will provide 24-hour police protection and police presence each day within the City of Falcon Heights. In those instances stated above when an officer is not physically present in Falcon Heights, St. Anthony will respond to emergency police calls with other officers.

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Falcon Heights the same police service extended to persons and property within St. Anthony, which will include, but not be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Falcon Heights 24 hours each day, subject only to the exceptions noted above;

- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;
 - D. Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch;
 - E. Enforcement of all ordinances of Falcon Heights which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;
 - F. Ticketing for traffic violations will be done routinely during normal shifts;
 - G. Crime prevention programs that encourage community involvement and investment in the City of Falcon Heights; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program;
 - H. Criminal investigations;
 - I. Reports on police services and activities, including weekly, monthly and annual police reports;
 - J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;
 - K. Officers will be available at Falcon Heights City Hall to answer questions from, and provide information regarding police activities to Falcon Heights residents, business owners and staff on an as-needed basis;
 - L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
 - M. Review and comment, upon request, of proposed Falcon Heights ordinances affecting police services or enforcement;
 - N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
 - O. Special event traffic patrol services.
- V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2014 and will continue until December 31, 2014. In consideration of the services to be provided under this Agreement, Falcon Heights will pay St. Anthony an annual fee of \$617,081 for the year 2014, for the police service under this Agreement.

VI. METHOD OF PAYMENT

St. Anthony will bill Falcon Heights monthly for 1/12 of the annual fee, and Falcon Heights will promptly remit payments to St. Anthony within 30 days after receiving each billing from St. Anthony.

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of its employees, volunteers and agents under this Agreement, and will hold Falcon Heights, its officers and employees harmless for any liability resulting from actions of a St. Anthony employee, volunteer or agent and shall defend Falcon Heights, its officers and employees, against any claim for damages arising out of St. Anthony's performance or failure to perform its obligation under ~~of~~ this Agreement. St. Anthony will bear the expense to defend itself and Lauderdale in the event of a claim, action or liability including attorney's fees and any deductible amount if the matter is covered by St. Anthony's insurer.

VIII. ADMINISTRATIVE RESPONSIBILITY

The law enforcement and police services rendered to Falcon Heights will be under the sole direction of St. Anthony. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to police employment, services and activities, will be within the exclusive control of St. Anthony. The parties hereto expressly affirm the importance of work force diversity and St. Anthony agrees to use reasonable efforts, within applicable departmental budgetary limits, to recruit qualified female and minority police officers.

IX. JOINT ADVISORY COMMITTEE

Both cities will appoint members to a Joint Advisory Committee. The committee will meet at least once a year to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the committee will be strictly advisory.

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

St. Anthony will furnish all communication equipment and any necessary supplies required to perform the services, which are to be rendered under this Agreement.

XI. COOPERATION AND ASSISTANCE AGREEMENTS

Falcon Heights will be included in all Cooperative Agreements entered into by the St. Anthony Police Department with other police services units.

XII. HEADQUARTERS

Headquarters for services rendered to Falcon Heights under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Falcon Heights may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Falcon Heights at the Falcon Heights City Hall, and Falcon Heights will have facilities available to the officers at Falcon Heights City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Falcon Heights will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment matters will be the obligation of St. Anthony. Falcon Heights will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Falcon Heights.

XIV. ENFORCEMENT POLICIES

Enforcement policies of St. Anthony will prevail as the enforcement policies within Falcon Heights. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Falcon Heights.

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF FALCON HEIGHTS

St. Anthony officers assigned to duty within Falcon Heights will enforce Falcon Heights' ordinances to the extent appropriate for enforcement by police officers.

XVI. OFFICERS OF FALCON HEIGHTS

The officer's assigned duty within Falcon Heights will be provided with authority to enforce the laws of the City of Falcon Heights by proper action to be taken by the Falcon Heights City Council, and while performing services under this Agreement will be considered police officers of Falcon Heights. The Chief of Police of St. Anthony will furnish to the Falcon Heights City Administrator the names of all St. Anthony police officers assigned to Falcon Heights, and all such officers will be appointed officers of the City of Falcon Heights.

XVII. OFFENSES

All offenses within Falcon Heights charged by police officers under this Agreement will be charged in accordance with Falcon Heights' ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVIII. COMMUNICATIONS

St. Anthony agrees to provide the Falcon Heights Administrator with weekly, monthly and annual police reports, in a format as is mutually agreed to by the St. Anthony Police Chief and the Falcon Heights City Administrator.

The St. Anthony Police Chief will regularly communicate with the Falcon Heights City Administrator in order to ensure that Falcon Heights is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Falcon Heights City Council.

XIX. PROSECUTION AND REVENUES

Falcon Heights will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Falcon Heights. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2014 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Falcon Heights shall establish the fee for police services for the time period after December 31, 2014 by June 15, 2014.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Falcon Heights may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Falcon Heights and the City Manager of St. Anthony by June 15, 2014.

Termination of this Agreement shall be effective on December 31st at 11:59 p.m. of the year that either Falcon Heights or St. Anthony terminates the Agreement.

XXII. REVIEW OF AGREEMENT

From time to time the terms and conditions of this Agreement shall be reviewed and revised, as St. Anthony and Falcon Heights deem necessary.

XXIII. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and St. Anthony will not subcontract for any services to be furnished to Falcon Heights (except as otherwise provided in this Agreement), without the prior written consent of the other party.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF FALCON HEIGHTS

CITY OF ST. ANTHONY

By: _____
Mayor

By: _____
Mayor

By: _____
City Administrator

By: _____
City Manager

Date: _____

Date: _____