

CITY OF FALCON HEIGHTS
City Council Special Workshop
City Hall
2077 West Larpenteur Avenue

AGENDA

Wednesday, July 24, 2024
7:30 P.M.

- A. CALL TO ORDER: 7:30 p.m.
- B. ROLL CALL: GUSTAFSON ✓ LEEHY ✓
MEYER ✓ MIELKE ✓ WASSENBERG ✓
- STAFF PRESENT: LINEHAN ✓ VAN DER WERFF ✓
- C. POLICY ITEMS:
1. Diversity, Equity, Inclusion and Belonging Report - William Farley, Administrative & Inclusion Intern
2. St. Anthony Village Proposed Draft Contract
3. Tenants' Rights Workshop
- D. ADJOURNMENT: Gustafson 9:10pm

DISCLAIMER: City Council Workshops are held monthly as an opportunity for Council Members to discuss policy topics in greater detail prior to a formal meeting where a public hearing may be held and/or action may be taken. Members of the public that would like to make a comment or ask questions about an item on the agenda for an upcoming workshop should send them to mail@falconheights.org prior to the meeting. Alternatively, time is regularly allotted for public comment during Regular City Council Meetings (typically 2nd and 4th Wednesdays) during the Community Forum.



REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	July 24, 2024
Agenda Item	Policy C1
Attachment	DEIB Report, Sample Policies
Submitted By	William Farley, Administrative & Inclusion Intern Jack Linehan, City Administrator

Item	Report on City diversity, equity, inclusion, and belonging efforts and recommended next steps.
Description	<p>Administration and Inclusion Intern William Farley began his internship at Falcon Heights on June 3rd, 2024 and will be ending his internship on August 2nd, 2024. During his internship William has supported the city in various administrative efforts, including developing a report on Falcon Heights' DEIB efforts and recommended actions for the city to take.</p> <p>The recommended actions are divided into actions that can be taken in the short term (within approximately 1 year) and the medium term (more than one year, but likely less than three). Because of the limited time to complete this report it was created without the extensive community engagement needed to craft long term goals. However, the medium term goals should serve as a bridge for the city to develop the community engagement mechanisms and organizational capacity for DEIB efforts that is needed to form long term goals.</p> <p>The short term goals consist mainly of recommended policies and procedures that would make the city a more inclusive and equitable service provider. Examples include: language access policy, a new RCA template, and sample community survey. Medium term goals consist mainly of practices and programs that would prepare the city for establishing long term DEIB goals. Examples include: providing leadership development to community members, adopting an annual DEIB assessment tool, and establishing a workgroup responsible for a yearly review.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • DEIB Report & Recommendations
Action(s) Requested	Staff recommends that the Falcon Heights City Council take the recommendations under consideration and entertain possible motions at future meetings to implement those short and medium term recommendations which are outside the City Administrator's authority to implement.



From: William Farley, Administration & Inclusion Intern

To: Jack Linehan, City Administrator; City Council

Date: July 17, 2024

Re: Opportunities for the City of Falcon Heights to Increase its Diversity, Equity, Inclusivity, Belonging, and Accessibility

Introduction:

This report is the final work product of my internship at Falcon Heights and was developed through review of its administrative procedures, organizational structure, prior reports on equity and human rights, and observation of Falcon Heights' operating practices. This report incorporates these observations and creates recommendations for practices and policies for the city to adopt as a next step which builds on prior recommendation and work done by the City.

While I have worked to draw on prior work done by the City following the police killing of Philando Castile and incorporate the best practices of other organization when crafting these recommendation and sample policies, it is important to note they were created largely internally and without community engagement. This is as a result of the short term nature of my internship which prevented a more though community engagement process when developing this report.

Additionally, it is important to note that the majority of literature on DEIBA, particularly the GARE's *Racial Equity Action Plans: A How-to Manual* and *Co-Governing Toward Multiracial Democracy* toolkits, considers community engagement to be central to DEIBA. Community engagement is not only a tool for developing policies and practices that reflect the interests of the community, it is also an end in and of itself. Community engagement sits within a continuum of how decision makers share decision making power with those who are affected by those decisions. For that reason I recommend that further work in DEIBA and the potential implementation of any of these sample policies and recommendations include further community engagement.

Short Term Recommendations:

1. Language Access Policy:

The 2022 American Community Survey indicated that more than 20% of residents 5 years and older speak a language other than English. Additionally, some interpretations of the Title VI of the Civil Rights Act of 1968, such as those promulgated in Executive order 13166, include discrimination against people with Limited English Proficiency as a form of national origin discrimination. While this report is not a legal analysis nor an analysis of the federal grants that the city receives, there are some federal grants that do require the adoption of a Language Access Policy by the recipient.

The attached policy was developed using examples from LEP.gov and the Department of Health and Human Services. The attached policy also includes possible translation and interpretation providers who must be contacted for price negotiations.

2. Adopt an Inclusive Language Guide:

The use of inclusive language creates a welcoming environment to all people by ensuring that the words we use to describe a group include all the identities in that group, rather than marginalize groups that do not fit into our “normal” way of using language. Inclusive language covers a wide range of topics and situations from legal and policy writing, public facing communications, and interpersonal conversation.

For legal and policy writing I recommend the city adopt the City of Philadelphia Law Department’s *Inclusive Language Guide*. While the guide was created for the expressed purpose of guiding legal writing it also provides general advice on inclusive language that can be applied to less formal writing.

Use of this guide for future ordinances and policy documents will likely not have a fiscal impact, however the choice to apply it retroactively to city code would likely incur significant staff and attorney cost.

3. Update The RCA Form and Procedure to Incorporate Equity Analysis:

The current RCA form includes a description of the policy or action to be taken (often including the history leading to the request), the budget impact of the action, and the specific procedural motion recommended by staff. The attached updated RCA form includes additional sections which expand the number of perspectives from which the Council is able to analyze an issue. This new section draws upon the City of Seattle’s Racial Equity Toolkit to Assess Policies and Ramsey County’s own RBA process. These new areas include an analysis of the Equity Impact and Geographic Impact of the policy, as well as an evaluation of the community engagement used to prepare the action. Additionally, as the city redevelops its strategic plan, I recommend addition of another section for identifying which strategic plan goals the action aligns with.

4. Begin Collecting Demographic Data on City Interactions:

Collecting data on the experiences and demographics of people who have interactions with the city provides a valuable foundation for the city to assess its progress toward implementation of its DEIBA goals across the different ways that residents interact with different departments. The attached sample survey is designed to be taken by people who have interacted with the city across a variety of capacities (emergency services, permit applications, city programming, etc.). While it is important to continually update the survey to remain relevant to the City’s knowledge needs and uses current language, it is also important to ensure that the survey remains similar enough year to year that the results can be compared across time. It is also important to include the disaggregation of data not only by race, but also ethnicity in order to capture data on differing experiences within a given racial identity.

5. Establish Goals for the Diversity and Recruitment of Appointed Commissions:

The city should survey its appointed commissions to assess how well they currently reflect Falcon Heights’ demographics. After surveying the appointed commissions, the city should establish goals for commissions to better mirror the geographic (e.g., neighborhood) and non-geographic (e.g., renters) demographics of the city. This better enables the commissions to advise the council in the creation of polices that represent the interests of a wider range of the public.

6. Incorporate the Value of Lived Experience Into Hiring Criteria

Job descriptions convey an employer's expectations for a candidate and they work the candidate would be doing, but they also convey an employer's values. As a result of incorporating principles of DEIBA into job descriptions the city will expand the pool of applications it receives by simultaneously signaling to applicants that the city aligns with their values of DEIBA, as well as expanding the eligibility for applicants with diverse experiences that may not fit within the default language used in job descriptions.

7. Establish an Onboarding Procedure

Given the value that staff have found in the IDI assessment I recommend the city create an onboarding procedure that includes the IDI assessment as well as additional introductory elements of the DEIB culture that will develop at the city.

Medium-Term Recommendations

As discussed previously in the introduction, long term DEIBA work should be co-created with the input of the community and its progress accountable to the community. In order to facilitate the creation of a long-term DEIBA strategic plan I recommend the following medium-term recommendations:

1. Establish An Ongoing Professional Development Program

As the city is aware of from the IDI training from prior years racial justice and comfort with difference are ongoing processes and thus require ongoing development. As a result, the city should implement an ongoing professional development program. A full professional development plan would go beyond DEIBA subjects and ensure staff, council, and commissions remain current on city policy, best practices, and a general wealth of knowledge through which to tackle the wide range of issues the city encounters. However, for the purposes of this report, DEIBA oriented professional development topics should focus on building students ability to analyze the systemic causes of inequity and their ability to apply DEIBA principles in their day to day work within the city. Examples may include: trauma informed enforcement practices, best practices for gathering community input, accessibility best practices, amongst other things. Staff should be encouraged to and rewarded for presenting on topics they are knowledgeable and passionate about.

2. Provide Community Member Leadership Development

Speaking with staff and seeing how appointed commissions have been historically been below capacity it appears that there is a small pool of community members interested in or with the skills to serve on this commissions. In order to support the implementation of diversity goals for appointed commissions it is necessary to develop a pool of engaged and civic minded community members. The city providing leadership development to community members would create a larger diverse pool of engaged and civic minded community members who can serve on appointed boards and develop community capacity beyond city government.

3. Conduct an Annual Equity Assessment

This allows us to measure our progress. I recommend the Center for Economic Inclusion's Racial Equity Dividends Index Public Sector Assessment. This assessment was designed by the Minnesota based CEI for the purpose of specifically measuring racial equity in the public sector and participating organizations receive a report which includes the aggregate score for peer cities as well as recommendations for improvement and some consultant support. While I recommend this assessment, it does come with a

cost of \$1,500 for a city of our size. If the city wishes to adopt an assessment that is free, I recommend the Coalition of Communities of Color's Protocol for Culturally Responsive Organizations for its thoroughness (over 500 metrics). However, it is oriented around human services non-profits and thus some of the metrics may require adaptation for Falcon Heights' context or may not apply entirely.

4. Empower a Body or Commission to Lead DEIBA Planning

While crafting and implementing DEIBA goals is a city wide project that requires buy in from staff and community members it is important to establish a team with ownership over the planning and assessment process. Such a team would be responsible for conducting the annual assessment, analyzing the results of the assessment to craft goals for a long term DEIBA strategic plan, and evaluating the implementation of that plan. Creating a team with the responsibility for DEIBA planning ensure that planning remains on the city agenda by establishing a set time and place for that work. Additionally it establishes institutional knowledge and practice to ensure that DEIBA activates follow a unified vision and that they are not reliant on a single champion who may leave the organization.



REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	July 24, 2024
Agenda Item	Policy H1
Attachment	Draft Contract
Submitted By	Jack Linehan, City Administrator

Item	Draft Contract for Law Enforcement Services with the City of St. Anthony Village.
Description	<p>In January, the City approached the City of St. Anthony Village regarding the consideration of a potential renewal of our police partnership. The City of Falcon Heights had contracted with St. Anthony Village for police services from 1994-2017. The July 6, 2016 police shooting of Philando Castile by a St. Anthony Village police officer strained the past relationship, and was a key part of the reason St. Anthony Village and then the City of Falcon Heights terminated the 20+ year agreement.</p> <p>Realizing the significant emotional and relational challenges of a potential renewed partnership, both City Councils met on February 8th for a joint workshop to layout an engagement process to ensure stakeholder input before any contract decisions were made. The joint workshop highlighted four primary phases on any potential agreement:</p> <div style="text-align: center; margin: 10px 0;"> </div> <p>To accomplish Phase 2, each city held separate workshops the week of February 12th to build out an engagement process. The engagement process included:</p> <ul style="list-style-type: none"> • Jointly hiring a public relations firm to assist with engagement. • A survey that ran in each community from March 1st – April 12th. The survey was communicated in all online channels, as well as the Spring Newsletter and with a special postcard sent to all addresses. • Four open-house listening sessions with the City Councils.

- An extensive door knocking and in-person outreach effort to ensure traditionally hard-to-reach audiences were engaged.
- Engagement of the St. Anthony Police Department with the assistance of a consultant.
- A town hall in each community.

During this process, the City identified the primary stakeholders: The residents/businesses in Falcon Heights / St. Anthony Village / Lauderdale, and the members of the St. Anthony Police Department.

Following the town halls the previous week, it was determined that both cities would consider whether they wanted to move to Phase 3 of the process to begin consideration of a potential contract and a mutually agreed-upon timeframe for implementation. Phase 3 of the discussion would allow staff to build out more of the logistical considerations: budget, liability, staffing plans and a timeframe, built by staff of both cities working together to negotiate a potential plan that could work for all parties. On April 23rd, the St. Anthony Village City Council voted to direct staff to enter in to contract discussions. The Falcon Heights City Council followed with similar approvals on April 24th.

Since approval in April, staff from both cities have been working with our city attorneys and legal counsel from the League of Minnesota Cities Insurance Trust (LMCIT) to develop a draft contract that could meet the needs of the primary stakeholders identified: the residents of Falcon Heights, St. Anthony Village and Lauderdale, as well as the St. Anthony Police Department.

Some highlights of the proposed contract include:

Governance

To help ensure there is consistent oversight of the contract, the proposal includes revising language to reflect a joint operations committee at the staff level. The committee will be composed of the city manager/administrator of Lauderdale, Falcon Heights and St. Anthony Village, as well as police command staff. The committee would meet at minimum annually but more realistically at least quarterly to discuss contract satisfaction.

Length / Severability

One area that has been discussed is the idea of contract length and severability. The previous contract with St. Anthony Village was five-years, and had a termination clause that allowed each side to terminate by July 15th of the preceeding year. As each side is experiencing while we discuss the onboarding process of a new contract, less than six-months is not enough time for either side to either change police agencies or re-assign personnel.

To address this issue, we are proposing that the contract would require three-year notice to terminate. This is based off of some other recent police contracts, which reflects a realistic timeline to allow both partners to work through any differences and plan strategically.

	<p><u>Liability</u></p> <p>One of the key concerns residents of St. Anthony Village raised during the public engagement process was the importance of shared liability. In past contracts, Falcon Heights was fully indemnified as it was determined that the contracting agency had no influence over hiring or departmental policies over the police agency. The trend in recent years, however, has been to recognize that police officers are entrusted to enforce the laws and ordinances set by the municipality, and as such a model of shared liability is both fair and practical.</p> <p>In the proposed contract in Section VI – Liability and Section VII – Insurance, Falcon Heights agrees to maintain up to \$4 million in general liability insurance to provide to St. Anthony Village, and will be responsible for any claims up to that limit. For claims that exceed the cap, the liability would be upon St. Anthony. Both Falcon Heights and St. Anthony Village use LMCIT as their insurance provider, and historically the League’s largest claim settlements have been around the \$4 million mark. Under this proposal, Falcon Heights would take on this liability for most claims but would be protected in the event claims exceeded our limits. In these instances, St. Anthony Village’s policy limits would become the secondary insurance.</p> <p>While general liability claims are the most expensive and concerning claims in regards to police liability, vast majority of claims a police department experiences are automobile accidents and workers compensation claims. Under the proposed language, St. Anthony Village would maintain the sole liability for these claims. Falcon Heights would contribute to the cost of this insurance through our cost share as proposed in Section IV – Payment for Services.</p> <p><u>Cost</u></p> <p>As discussed during our town halls, staff is proposing a new model to pay for services. Rather than a fixed cost based on FTEs, the idea is that each contract city would pay for their portion of the total cost of law enforcement. This is based off of a formula of around 50% for population and 50% for calls for service. For Falcon Heights, that will represent approximately 25%-30% of the total St. Anthony Police budget. St. Anthony Village staff are still calculating what the anticipated costs would be, and it will be shared before the contract is up for consideration.</p> <p><u>Next Steps</u></p> <p>It is recommended that the City Council review the proposed contract and provide feedback to staff. Both cities will continue to work together to refine aspects such as the proposed price, timeline and other outstanding issues.</p> <p>Based on feedback received at the workshop, staff will further refine the contract for review at a workshop in August.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Draft Contract
Action(s) Requested	Staff recommends that the Falcon Heights City Council review the proposed language and provide staff with the suggested direction for the next steps in the contract process.

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of July _____, 2024 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, 2026.

WHEREAS, the Falcon Heights is need of and desires to contract for the performance of the hereinafter described "Police Services" for and within the jurisdictional boundaries of the Falcon Heights through the St. Anthony's police department; and

WHEREAS, St. Anthony agrees to render such Police Services on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized and provided for by the provisions of Minnesota Statutes, Sections 412.221, subd 2., 471.59 and 436.05.

I. INTERPRETATION

This Agreement is entered following the approval by the Falcon Heights and St. Anthony City Councils. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota

II. SERVICES

St. Anthony through its Police Department ("Police Department") 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.

St. Anthony also provides police services to the City of Lauderdale. For purposes of this Agreement, Lauderdale, Falcon Heights and any other city that contracts with St. Anthony for police services shall be referred to herein as the "Contract Cities."

III. 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 Minnesota State statutes and 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, except ordinances which are primarily regulatory in nature such as zoning ordinances and building codes;
- 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;
- O. Special event traffic patrol services;
- P. Attendance at public safety or City Council meetings as requested by the City; and

- Q. Such other law enforcement functions and services as may be required by the City and which encompass the duties and functions of the type customarily performed by a municipal police department.

IV. PAYMENT FOR SERVICES

In consideration of the services to be provided under this Agreement, Falcon Heights shall pay a pro-rated share of the St. Anthony Police Budget determined by a two-factor cost-sharing formula for each contract year. The factors of the formula, and the weight to be given to each, are defined as follows:

- A. Population of Each Contract City: The population of each Contract City and St. Anthony shall be computed from the then most recent Metropolitan Council estimate. Provided, however, that in a census year when there is a new census figure available of the year prior to the Contract Year, the new census figure shall be used.
- B. Calls for Service. A call for service is an event requiring a response, intervention or investigation by St. Anthony whether generated by a request from a citizen, law enforcement agency, or other person, or on the initiative of a police officer or a policy of the St. Anthony Police Department. Calls for service for each Contract City and St. Anthony shall be calculated by totaling the calls for service during the 12-month period next preceding the current Contract Year.
- C. Weight of Factors. The weight to be allocated to each of the three factors is as follows will continue into the future unless changed by agreement of all Contract Cities and St. Anthony:

City Population 50%
Calls for Service 50%

L. Yang

The Population Ratio and Calls for Service Ratio of each city shall be converted to dollars by multiplying each ratio of each city (expressed in percent) times the St. Anthony Police Budget final total and multiplying that product by the weight for each factor (expressed in percent) for the appropriate year.

Calculation of Pro Rata Share. The following terms used in this Agreement shall have the meanings given to them in this section.

- A. Population Ratio. The ratio which a single city's population bears to the population of all participating cities, expressed in percent to the nearest tenth of one percent.
- B. Calls for Service Ratio. The ratio which a single city's calls for service bears to the calls for service of all participating cities, expressed in percent to the nearest tenth of one percent.
- C. The Contract Cities agree that when the annual financial audit for St. Anthony is complete and accepted by the St. Anthony City Council, St. Anthony will compare the actual cost of providing law enforcement services for the prior Contract Year to the department budget and will submit to the Contract Cities a summary of said costs. The actual costs calculated for the prior Contract Year may result in an increase or a decrease when compared with the budget approved for that

Contract Year. A decrease in actual costs compared with budgeted costs will require St. Anthony to credit each Contract City with its pro rata share of the decreased costs. An increase in actual costs compared with budgeted costs will require St. Anthony to debit each Contract City with its pro rata share of the increased costs.

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V. 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.

VI. LIABILITY

1. Falcon Heights agrees to maintain coverage for general liability in the minimum amount of \$4 million dollars per occurrence. The coverage must include St. Anthony as an additional insured. Except for automobile liability claims, Falcon Heights shall defend and indemnify St. Anthony and its officers, agents, and employees against any claim for damages arising out of St. Anthony's negligence, or failure to perform its obligations under the terms of this Agreement. St. Anthony agrees to defend, indemnify, and hold Falcon Heights and its officers, agents and employees harmless from all auto liability claims arising out of St. Anthony's performance of its obligations under the terms of this Agreement. St. Anthony shall be responsible for the cost of any claims, alleged injuries or damages received by any person or property resulting from any negligence, act, or omission of St. Anthony, its officers, agents or employees in carrying out the terms and conditions of this Agreement that exceed Falcon Heights' \$4 million dollar in coverage and shall defend and indemnify Falcon Heights to the extent such claims exceed \$4 million. If Falcon Heights' coverage limit is exhausted, Falcon Heights and its coverage provider shall have no further obligation to defend St. Anthony. However, upon the advice of defense counsel and the liability coverage provider for each party, Falcon Heights and St. Anthony may cooperate in the defense of any action. Nothing herein shall be construed to provide coverage or indemnification to an officer, agent, or employee of any party for any act or omission for which the officer, agent, or employee, was not acting in the performance of the duties of their position, and is guilty of malfeasance in office, willful neglect of duty, or bad faith.
2. Except as otherwise provided, Falcon Heights shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any St. Anthony personnel performing services pursuant to this Agreement for said Falcon Heights, and St. Anthony hereby assumes said liabilities.
3. Except as herein otherwise specified, Falcon Heights shall not be liable for compensation or indemnity to any St. Anthony employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and St. Anthony hereby agrees to defend, indemnify and hold harmless Falcon Heights against any such claim.
4. St. Anthony, its officers and employees shall not be deemed to assume any liability for intentional misconduct or negligent acts of Falcon Heights or of any other officers, agent, or employee thereof, and Falcon Heights shall hold St. Anthony and its officers and employees harmless from, and shall defend and indemnify St. Anthony and its officers and employees against any claim for damages arising out of Falcon Heights' negligent performance or failure to perform its obligations pursuant to this Agreement.
5. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or

indemnification to an employee, official or agent of any Party for any act or omission for which the employee, official or agent is guilty of malfeasance in office, willful neglect of duty or bad faith.

VII. INSURANCE.

St. Anthony, at its expense shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

1. General Liability. St. Anthony agrees to maintain comprehensive municipal liability coverage in the minimum amount of \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Falcon Heights shall be endorsed as additional insured.
2. Automobile Liability. St. Anthony agrees to maintain motor vehicle liability coverage, including owned, hired, and non-owned automobiles, with a minimum
 - i. \$2,000,000 combined single limit per occurrence.
3. Workers' Compensation. St. Anthony agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. St. Anthony shall also carry Employers' Liability Coverage with minimum limits are as follows:
 1. \$500,000 - Bodily Injury by Disease per employee
 2. \$500,000 - Bodily Injury by Disease aggregate
 3. \$500,000 - Bodily Injury by Accident
4. Additional Insurance Conditions.
 1. St. Anthony shall, prior to commencing the Police Services, deliver to Falcon Heights a Certificate of Insurance as evidence that the above coverages are in full force and effect.

Falcon Heights, at its expense shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

1. General Liability. Falcon Heights agrees to maintain comprehensive municipal liability coverage in the minimum amount of \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. St. Anthony shall be endorsed as additional insured.

2. Excess Liability. Falcon Heights agrees to maintain excess liability coverage in the minimum amount of \$2,000,000 per occurrence. St. Anthony shall be endorsed as an additional insured.
3. Additional Insurance Conditions.
 - a. Falcon Heights shall, prior to receiving the Police Services, deliver to St. Anthony a Certificate of Insurance as evidence that the above coverages are in full force and effect.

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 OPERATIONS COMMITTEE

St. Anthony and Contract Cities will appoint members to a Joint Operations Committee. The committee will consist of top administrative and police command staff and 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 St. Anthony and the Contract Cities.

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, 2026 and will continue for a term of five years (until December 31, 2030), or 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 each subsequent year by each preceding August 15.

XXI. TERMINATION OF AGREEMENT

- A. 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, no later than three (3) years prior to the ~~expiration date of the contract.~~ ↓ 5 months
- B. In the event of termination, Falcon Heights shall only be responsible to pay for the Police Services satisfactorily performed by St. Anthony to the effective date of termination.

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. GENERAL PROVISIONS

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. St. Anthony may not assign this Agreement to any other person unless written consent is obtained from Falcon Heights.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, St. Anthony shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Ramsey County, Minnesota.
- F. Government Data/Privacy. St. Anthony agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. St. Anthony understands that all of the data created, collected, received, stored, used, maintained or disseminated by St. Anthony in performing those functions that Falcon Heights would perform is subject to the requirements of Chapter 13. This does not create a duty on the part of St. Anthony to provide the public with access to public data if the public data is available from Falcon Heights, except as required by the terms of this Agreement.
- G. Waiver. The waiver by either party of any breach or failure to comply with any provision

of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

H. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to St. Anthony: City of St. Anthony
 3301 Silver Lake Rd NE
 St. Anthony, MN 55418
 Attn: City Manager

Notice to Falcon Heights: City of Falcon Heights
 2077 Larpenteur Ave. W.
 Falcon Heights, MN 55113
 Attn: City Administrator

- I. Savings Clause. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- J. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- K. Effective Date. This Agreement is effective on the date last executed by one of the Parties below

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: _____



REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	July 24, 2024
Agenda Item	Policy C3
Attachment(s)	
Submitted By	Jack Linehan, City Administrator

Item	Tenants Rights Education Workshop
Description	<p>At the annual City Council retreat, the Council directed staff to include a discussion of renters' protections and policies on future agenda items. Then, at the June 4 City Council Workshop Meeting, Fire Marshal AJ Neis spoke about our current rental property inspection process. Council showed interest in continuing to explore improvements, and staff are currently drafting proposed ordinance changes to incorporate changes to our inspection process.</p> <p>It has been requested that we explore hosting a tenants rights education session for residents. The event would involve bringing in a group such as HOME Line to facilitate the event. There would be a cost to the group, as well as the cost to provide food and potentially rental space or childcare. The estimate is approximately \$1,500 for the workshop.</p>
Budget Impact	The cost of the workshop was not in the 2024 budget, but other funds can be identified to fund it.
Attachment(s)	
Action(s) Requested	The City Council is requested to review the proposal for a workshop on tenants rights and provide staff with direction for next steps.

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 Working
 - Spanish

Sat 7th
 - 35