

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

AGENDA

Wednesday, September 25, 2024
7:30 P.M.

- A. CALL TO ORDER:

- B. ROLL CALL: GUSTAFSON___ LEEHY___
 MEYER ___ MIELKE___ WASSENBERG___

 STAFF PRESENT: LINEHAN___ VAN DER WERFF___

- C. POLICY ITEMS:
 - 1. Potential Renewed Police Partnership with St. Anthony Village

- D. ADJOURNMENT:

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.

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Meeting Date	September 25, 2024
Agenda Item	Policy C1
Attachment(s)	N/A
Submitted By	Jack Linehan, City Administrator

Item	Potential Renewal of Police Partnership with St. Anthony Village
Description	<p><u>Background</u></p> <p>The City of Falcon Heights (City) and the City of St. Anthony Village (SAV) continue to work on a potential draft contract for police services. One challenge the City has been working to address is that St. Anthony had stated they need until at least Jan 1st, 2026 and potentially longer to get to where they want to be at for staffing until they could take on Falcon Heights’ contract. They are currently authorized for 22 sworn officers, but have had challenges with retirements and recruitments so they aren’t at that number. In 2017, SAPD had 23 officers sworn when they covered Falcon Heights/Lauderdale.</p> <p>That left 2025 as a police coverage challenge for us to solve. The Ramsey County Sheriff’s Office (RCSO) has stated that they want us to find a new partner after this year due to the staffing challenges the current overtime model creates. Falcon Heights has been working diligently to find an agency interested in providing temporary coverage to help us bridge the gap until SAPD has adequate staffing.</p> <p>At the Wednesday, August 28th City Council Special Workshop, the council directed the City Administrator to draft a letter to the RCSO, asking if an extension of our temporary coverage contract could be arranged to expand past 2024 to allow enough time for SAPD to recruit additional officers. The RCSO responded that they would provide coverage for two months in 2025: January and February, with the contract ending February 28, 2025.</p> <p>At the September 4th, 2024 workshop, the City Council directed the City Administrator to request from St. Anthony Village whether we could consider the potential of starting the contract earlier than January 1, 2026, with the idea that a March 1, 2025 start date could include a possible ramp-up period.</p> <p><u>Police Services</u></p> <p>With the mutual understanding that Falcon Heights will need to start police services sooner than originally discussed, I’ve been working with St. Anthony Village City</p>

Manager Charlie Yunker and Police Chief Jeff Spiess to discuss staffing, contract costs and more. St. Anthony Village believes they can meet the ramp-up request to start services on March 1, 2025, but both parties revised the request to start with 8-hours per day of dedicated patrol with the understanding that it is in everyone's best interest to get that to 24-hours per day as soon as possible. This proposal was discussed and surveyed of the department, and there is support to institute this model if it is combined with a dedicated approach to staffing.

Staffing and Recruitment

As we have discussed at length with our potential partners in St. Anthony Village, the greatest obstacle to potentially starting services again remains the challenge of staffing with the SAPD. The department currently has one candidate in the background process and another advancing through interviews. To assist with staffing to meet our proposed contract needs, SAV is proposing the following steps, which would be supported financially as part of our contract:

1. Expansion of the cadet program

- a. SAPD currently has two (2) cadets. They are proposing to increase this to six (6). These cadets would not be dedicated purely to Falcon Heights, but would serve the entire contract area and provide assistance for non-emergency calls and be candidates for entry-level officer positions.

2. Hiring Bonuses

- a. SAV is proposing to implement a one-time hiring bonus program for lateral level officers. Half of the bonus would be paid upon completion of field training and half at the end of the one-year probationary period. Officers who leave within two years would need to pay this back.

3. Referral Bonuses

- a. A common post-COVID practice in the private sector and growing in police worlds, SAV would offer SAPD employees who refer an officer a bonus once the new lateral completes field training.

4. Retention Bonuses

- a. Retaining existing head counts will be crucial to the program's success. Proposed would be to offer a one-time bonus to all officers who make it through the transition period in 2025, which would be paid as a percentage of their annual base salary.

5. Upgraded Facility Commitment

- a. The St. Anthony Police Department has facility needs that go beyond just Falcon Heights' contract. The initial estimate was \$1.8M - \$2M in 2023. After a more substantial evaluation, that scope has increased to the \$8M-\$10M level based on complications in expanding the existing City Hall site. Additionally, SAV may consider the creation of a Public Safety Facility expansion at their Fire Station location, which would have a cost more in the range of \$12M to \$15M. As part of the proposed contract costs, FH would annually contribute approximately \$264K

towards capital. While this would not sufficiently cover the debt service of a public safety facility, it would likely more than cover 30% of an annual payment towards any debt service.

Proposed Contract Changes

The City Council last reviewed the draft contract with SAV on July 24, 2024. Since then, the following changes have been made to the proposed contract:

1. Changes to budgeting formula to remove the annual adjustment.
2. The Joint Operations Committee frequency was increased, as well as some formatting.
3. Changes the termination period from three years to two.
4. Other clarifications / minor changes
5. Appendix A was added to build a “ramp-up” period to ensure staffing. Falcon Heights had proposed 12-hours per day of dedicated patrol to start, but SAPD requested “8-hours per day averaged” be considered to allow additional flexibility.

Next Steps

Staff from both cities are working to finalize contract details. As we have a timeline with services ending from Ramsey County, staff from both cities are requesting the respective City Councils vote on a contract at their final October meetings (Tuesday, October 22nd for SAV; Wednesday, October 23rd for FH).

Budget Impact

Staff has in process of determining a contract price for the phase beginning March 1, 2025 until full staffing is reached. This will be provided for the Council for the partnership decision meeting.

The proposal remains to have pricing based on the 50/50 blended rate for population and calls for service. Currently, that is projected to be 27% for Falcon Heights as a cost share of SAPD’s total budget. The latest projections from SAV for a contract based on full staffing (i.e. 30 sworn officers and the additional FT administrative support) would be \$1,879,200 (\$1,615,500 base, \$263,700 capital contribution).

Attachment(s)

- Draft Contract with SAV 9.20.24
- SAV Presentation

Action(s) Requested

The City Council is requested to discuss the latest proposed contract and provide staff direction on how to finalize contract discussions prior to the October 23rd meeting.



Renewed Police Services Contract Between Saint Anthony Village and Falcon Heights

Phase 3 Progress Update

September 24, 2024 City Council Work Session

BACKGROUND INFORMATION



On April 23, 2024 the City Council approved continuing the exploratory process of a renewed police service partnership with the City of Falcon Heights.

As a part of the discussion Council noted particular items they would like to review as the process continues. Those included:

- Lessons learned from the previous relationship
- A Police Department SWOT Analysis
- Benefits to the City and the Police department on a renewed partnership
- Appropriately sharing/mitigating financial risk
- Financial plan that would not increase the Saint Anthony tax levy from a renewed partnership
- A staffing plan and timeline to support expansion of the department when hiring is very challenging

UPDATE ON THE PROCESS



On May 28, 2024 the City Council reviewed and provided feedback on:

- Lessons learned from the previous relationship
- A Police Department SWOT Analysis
- Benefits to the City and the Police department on a renewed partnership

On July 23, 2024 the City Council reviewed and provided feedback on:

- Draft contract that included appropriately sharing/mitigating financial risk

UPDATE ON THE PROCESS



Staff has continued to work through the exploratory process and is offering an update on the following areas:

- Decision timeline
- Staffing plan
- Financial plan
- Draft contract revisions

DECISION TIMELINE



A decision should be made by the Saint Anthony Village City Council on October 22, 2024

Another aspect of the process has been City of Falcon Heights staff working to secure police services starting January 1, 2025 up until the St. Anthony Police Department would be adequately staffed to begin services. This was ideally to be January 1, 2026, or thereafter based on staffing levels.

City of Falcon Heights staff explored temporary options with neighboring agencies on temporary services with no success and made a request to the Ramsey County Sheriff's Office (RCSO) to extend services through 2025. The RCSO declined and offered no more than two extra months of coverage, through February 28, 2025. As a result, this has shorted the timeline available for the Cities of Saint Anthony Village and Falcon Heights to decide on entering into a renewed partnership.

STAFFING PLAN



The department analyzed call data and identified the following additional personnel to support expansion:

Patrol Officers	Additional patrol officers same as previous contract	4
Swing Shift Patrol	Additional officers during high call volume time	2
Investigator	Investigative capacity to adequately address call type needs	1
Community Engagement Officer	Sworn officer to coordinate community engagement for all cities	1
Administrative Support	Additional administrative capacity similar to previous contract	1
Total additional personnel needed		9

STAFFING PLAN



CURRENT STATUS

On July 1, 2024, the authorized sworn officer strength of the Police Department increased to 22. The current staffing level is at 19, and there is one candidate in the background process and 1 additional interview scheduled at this time.

In order to increase the applicant pool and ability to hire qualified police officers, the Police Department proposes the following approaches:

- Expand the cadet program
- Hiring bonus for new officers
- Referral bonus
- Retention bonus for current officers
- Upgraded facility commitment

STAFFING PLAN



EXPANSION OF THE CADET PROGRAM

There has been some increased interest in the Cadet program, which has a current authorized strength of two (2). The police department has two cadets, who will complete their college education and the Skills program in 2025. Many police departments are finding most success in a long-term solution, in which potential new officers are identified while still completing their college degrees. The department would pay for part of their education, while also employing them as a Cadet on a part-time basis. Once their education is complete, they would be hired as a full-time police officer.

Staff is proposing that this authorized strength be increased to six (6), which will increase our ability to promote more cadet candidates to the police officer position when they have finished their required college education. An evaluation of hourly compensation and incentives should also be conducted to ensure that St. Anthony is consistent with industry standards.

STAFFING PLAN



HIRING BONUS

Staff proposes offering a one-time hiring bonus for entry level officers and for lateral level officers. Half of the bonus would be paid upon successful completion of the field training program and the remaining balance at the end of the one-year probationary period. Each officer would be required to repay this amount if their employment ends either voluntarily or involuntarily within two years of the date of hire.

REFERRAL BONUS

Staff proposes the offering of a one-time lump sum referral bonus to any current St. Anthony Police Department employee who refers an eligible police officer who applies, is hired, and successfully completes the field training program.

STAFFING PLAN



RETENTION BONUS

Hiring a new officer that is self-sufficient takes thousands of dollars and approximately 6-9 months' time. During the building phase of 2025, there will be an increased workload on current personnel, and it is important that they are supported and given additional financial incentive to remain a member of the St. Anthony Police Department. Staff is recommending a retention bonus for all current licensed police officers and office staff who are employed during the entire year of 2025, payable as a percentage of their annual base salary.

UPGRADED FACILITY COMMITMENT

A significant upgrade to the current police facility or a new facility is necessary for the daily operation of a modern 21st Century police department. This is due to the need for space for additional personnel, evidence handling and retention, officer wellness, training, emergency operations, and aesthetics. This will make St. Anthony consistent with most other police departments in the metropolitan area. As a recruitment tool, this is vitally important.

FINANCIAL PLAN



CONTRACT PRICE METHODOLOGY

Determined by allocating costs based on a 50/50 blend of population percentage and call volume percentage, applied to total police costs. Numbers are rounded for clarity.

TOTAL	POPULATIONS (2020 US CENSUS)			TOTAL	CALLS FOR SERVICE YEARLY AVG ON SAV PRACTICE			50%	BLENDED COMBINED COSTS		
	SAV	FH	LD		SAV	FH	LD		SAV	FH	LD
17,000	9,300	5,400	2,300	12,600	7,900	2,800	2,100	POP	55%	32%	14%
	55%	32%	13%		62%	22%	16%	CALLS	62%	22%	16%
								BLENDED	58%	27%	15%

FINANCIAL PLAN



APPROXIMATE FULL SERVICES CONTRACT PRICE

This is updated from the previous estimate based on 2025 budgeted costs that include the upward pressure on wages for sworn officers. Numbers are rounded for clarity, assume full staffing on January 1, 2026 and accelerated by a 4% inflation assumption for 2026:

Additional personnel, operating and equipment costs	\$1,615,500
Shared Fixed costs and capital contribution	\$263,700
<hr/>	
Approximate contract price in 2026 (full services)	\$1,879,200

RAMP-UP SERVICES CONTRACT PRICE

Staff has in process of determining a contract price for the phase beginning March 1, 2025 until full staffing is reached. This will be provided for the Council for the partnership decision meeting.

FINANCIAL PLAN



FACILITY UPGRADES NEEDS

The police department, as a component of the 1996 city hall building, is short on space and does not meet current demands. Since this building was completed both Saint Anthony Village and policing have changed.

There are spaces that are missing, such as a large training room, an Emergency Operations Center, dedicated sallyport, evidence processing, several offices, and a garage sized to house all of the departments squad cars.

- Current Police Department: 9,200 sf
- If it was constructed today: 30,000 sf

FINANCIAL PLAN



FACILITY UPGRADES NEEDS

In the Spring of 2023 architects discussed the Police Department facility with staff about short term and long-term needs for the department and a need for a professional work environment to draw recruits to a changing police department, including:

- Repurpose existing spaces to be more useable
- Need for training and meeting space
- Larger secure evidence storage
- Improve daylight access
- Add additional equipment storage
- Rework locker rooms
- Improve reception area
- Larger garage and secured storage

The architect's estimation for renovations/expansion of the existing facility to address all needs would be in the range of \$1,800,000 - \$2,200,000, in 2025 dollars, and all within the existing building footprint. This information was intended for future discussion on long-term facility planning.

FINANCIAL PLAN



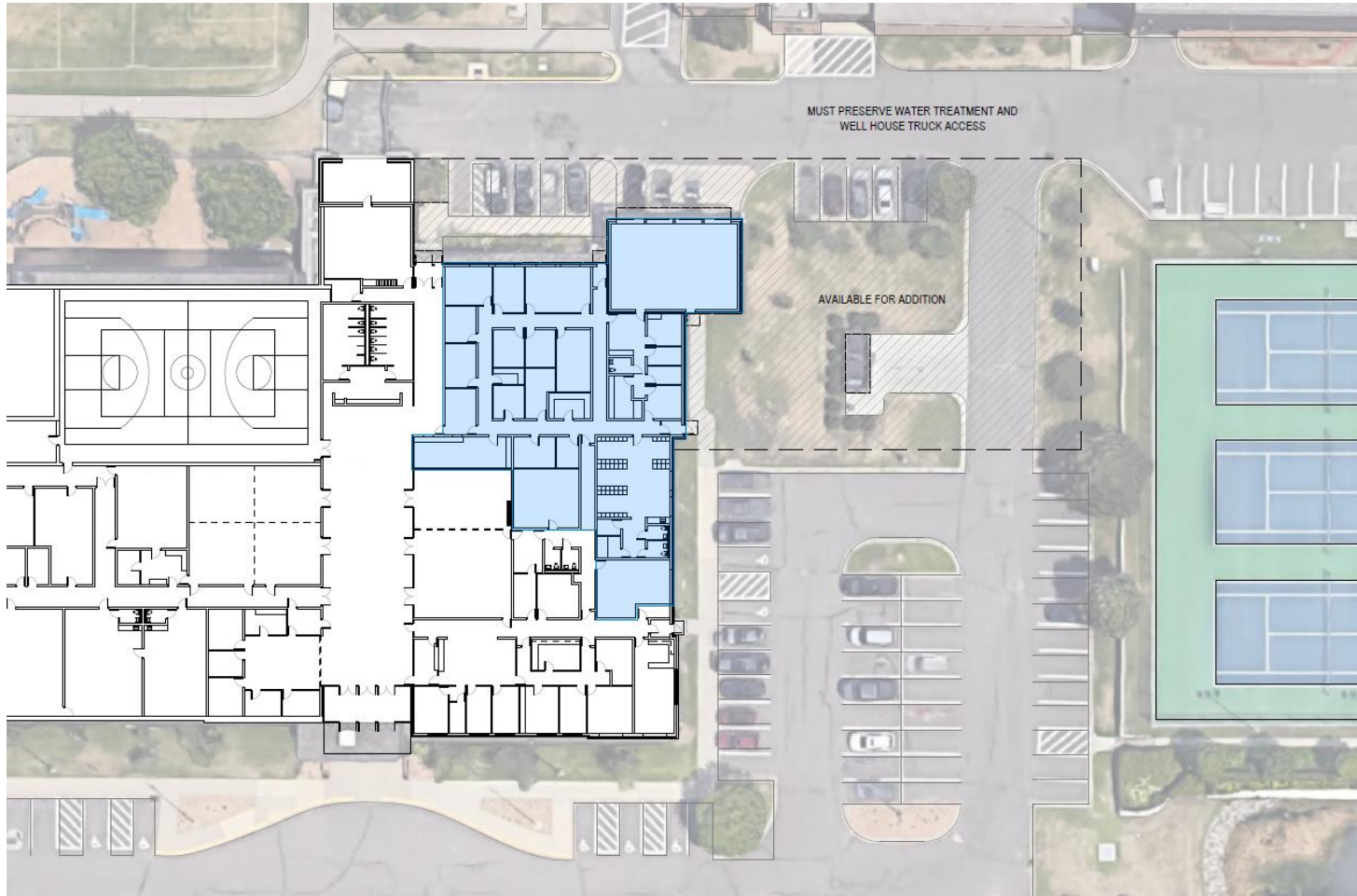
FACILITY UPGRADES NEEDS

Staff re-engaged with architects on how to renovate and expand the department's facility to address current and future needs in the optimal manner as a result of the exploration of a renewed partnership with the City of Falcon Heights, which introduced a possible funding source. Staff also toured other, newer public safety facilities to see current design trends so that any expansion would address needs effectively. From that, the scope was modified to include the following in addition to the previous stated needs:

- Indoor garage for all department vehicles
- Expansion of evidence processing and storage space beyond previous scope
- Addition of officer workstations and offices
- Dedicated spaces for classroom style training and tactical style training and related storage

The architect's estimation for renovations/expansion of the existing facility to address all needs would be in the range of \$8,000,000 - \$10,000,000. Staff does not recommend this option.

FINANCIAL PLAN



STRUCTURAL CONDITIONS

The existing roof structure is designed to carry snow and wind loads, which are less than the load of a second floor.

Two options to add a second floor:

Option 1: Remove all ceilings in areas that will receive a second floor. Cut apart new joists, bring into the building, and reassemble into place. This could require the removal of impeding ducts, conduit, and pipe.

Option 2: Completely remove the roof, joists, and everything that attaches to it. Effectively leaving the existing building as a shell. Then place new joists at correct spacing to carry the load of a second floor.

FINANCIAL PLAN



FACILITY UPGRADES NEEDS

Staff continued to discuss and asked Oertel Architects to review if adding to the existing Fire Department building would be feasible. This was due to the trend of joint police and fire ‘Public Safety’ facilities being constructed in other cities. This allows for the sharing of spaces such as training, fitness, and emergency operations spaces. This would address space needs for both the Police Department and the Fire Department as well, which has also outgrown their facility.

Oertel Architects provided a very preliminary concept that indicated that it could be feasible for add the space to the Fire Department with minimal impact to Central Park.

The architect’s estimation for a Public Safety Facility approach adding on to the existing Fire Department would be in the range of \$12,000,000 - \$15,000,000. Staff would recommend this approach from a logistical stand-point, but financially is obviously cost prohibitive.

FINANCIAL PLAN



PUBLIC SAFETY FACILITY APPROACH

There is space at the Fire Department to add onto the existing building. There are clearance requirements for the nearby well, specifically all waste plumbing lines need to stay a minimum of 50' away. Building walls are allowed to encroach. There is nearly a full floor difference between the Central Park parking lot and the main floor. This height difference could provide space for squad car parking. The roof of the parking garage becomes a second floor that ties into the fire department. This would house shared fitness room, conference/training rooms, and the Emergency Operation Center.

There is a shortage of staff parking and the lot for the Fire Department is already undersized. The Central Park parking lot would need to do double duty for police and fire staff. In this depiction the squad car garage is accessed from the parking lot. This would make hosting community events in this parking lot difficult.

FINANCIAL PLAN



A “Public Safety Facility” approach would require outside funding support in addition to a police services contract price

From the beginning of the exploratory process community feedback was clear that an increase to the tax levy as a result of expanding the Police Department was supported. Thus, revenue from a police services contract would need to cover additional operational costs as well as any capital investment. The scope of facility investment has outgrown a single source of revenue so outside support is necessary.

CONSIDERATIONS OF CURRENT BUILDING VS FIRE DEPARTMENT ADDITION

CURRENT BUILDING		PUBLIC SAFETY BUILDING	
<ul style="list-style-type: none">• Reconfiguration could maximize use of existing footprint	<ul style="list-style-type: none">• Construction method limits reconfiguration ability and space	<ul style="list-style-type: none">• Ability to share duplicate needs of Fire and Police	<ul style="list-style-type: none">• Cost is prohibitive for taxpayers to fund without outside help

DRAFT CONTRACT CHANGES FROM THE JULY 23, 2024 WORK SESSION



ANNUAL “TRUE-UP” OF BUDGET VS ACTUAL RESULTS

This section was eliminated.

JOINT OPERATIONS COMMITTEE MEETING FREQUENCY AND SERVICE LEVEL EXPECTATIONS

Staff was comfortable specifying a quarterly meeting schedule for the committee. A section was added to specify that service level expectations will be discussed at the staff level as part of the committee scope.

SHARING FINANCIAL IMPACT OF CRITICAL INCIDENTS

Staff from Saint Anthony Village and Falcon Heights are working with our respective City Attorneys and the League of Minnesota Cities Insurance Trust on appropriate language to address this concern. Language is not finalized, but all parties are in agreement in concept, and draft language reflects that commitment.

APPENDIX A

Added to acknowledge the need for a “ramp-up” to full services over a reasonable amount of time.

INPUT FROM THE ST. ANTHONY POLICE DEPARTMENT



WHAT DOES DOING IT RIGHT MEAN?

While generally open to a renewed partnership some officers expressed considerable concerns to be discussed; which are reflected below:

RELATIONSHIP CONCERNS

- Mutual trust needs to be established and relations need to be developed
- Confidence department will be supported when use of force incidents take place



OPERATIONAL CONCERNS

- Cannot provide full services before 1/1/2026
- Recruitment and training for new officers on top of current needs
- Expansion of police facility would be necessary

KEY DECISION ASPECTS



Staff from both Saint Anthony Village and Falcon Heights will continue to work through finalizing the contract and refining all other aspects as much as possible before the decision date of October 22, 2024.

KEY DECISION ASPECTS TO CONSIDER

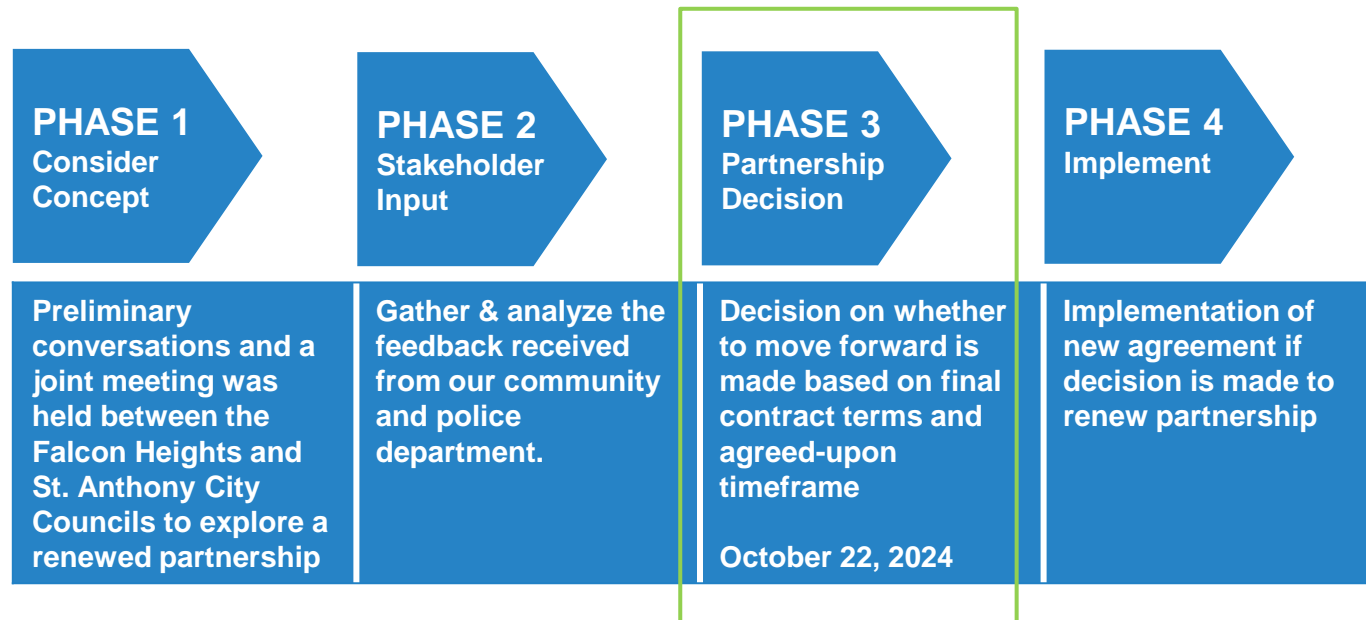
- Is renewing the partnership in the long-term best interests of the City and Police Department?
- Does the approach taken to mitigate the identified risks do so adequately?
- Is there confidence the department can recruit and retain staff needed to support the Falcon Heights?
- Can the City commit to facility upgrades and no additional, unwanted overtime will be required?
- Anything else?

NEXT STEPS



Staff from both Saint Anthony and Falcon Heights will continue to work through refining all aspects, including the risk sharing/mitigation concern as part of a draft contract.

Saint Anthony staff will also continue refining the cost and pricing aspects as the 2025 budget preparation process brings future costs into better focus.



STAY INFORMED



Visit our websites to learn more detailed information on the potential policing partnership and St. Anthony Police Department's Contract Services.

- Frequently Asked Questions
- Who to Contact with Concerns
- About the SAPD
- Background on both cities

St. Anthony Village:

savmn.com/sapd-contract-services

Falcon Heights:

falconheights.org



To receive updates as we go through the decision-making process, you can sign up for **NOTIFICATIONS** by visiting savmn.com, clicking the yellow Notifications button on the home page, and choosing *"What's Happening in St. Anthony Village."*

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of _____, 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 March 1, 2025.

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%

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.

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 per quarter to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of St. Anthony and the Contract Cities.

Both cities will evaluate the staffing needs regularly as part of the Joint Operations Committee. Adjustments to the staffing plan will be made based on crime trends, call volumes, and other relevant factors to ensure optimal police service for all 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.

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 March 1, 2025 and will continue for a term of five years and ten months (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 two (2) years prior to the expiration date of the contract.

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: _____

DRAFT

Appendix A: Contract Start-up Staffing

This appendix outlines the phased implementation of dedicated police staffing for Falcon Heights under the Agreement for Police Services between the City of St. Anthony and the City of Falcon Heights.

1. Initial Staffing Phase - March 1, 2025

By March 1, 2025, the City of St. Anthony will provide 3.0 full-time equivalent (FTE) officers who will be assigned to Falcon Heights. These officers will ensure 12 hours of daily coverage within the jurisdictional boundaries of Falcon Heights. This coverage will include an average of 8 hours per day of continuous patrolling, and response to emergency and non-emergency calls at any time of the day.

2. Second Staffing Phase – July 1, 2026

By July 1, 2026, the City of St. Anthony will increase the number of dedicated officers to 5.0 FTE officers, ensuring 24/7 coverage within Falcon Heights. This coverage will include continuous patrolling and response to emergency and non-emergency calls at any time of the day.

3. Full Staffing Phase

The City of St. Anthony will continue to scale the number of sworn officers and non-sworn personnel until 8.0 FTE sworn officers and 1.0 FTE non-sworn personnel are hired to provide comprehensive police coverage for the entire contract area. The timeline for this growth will be mutually agreed upon by both cities based on the policing needs and budgetary considerations.