

## 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 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 Larpeiteur 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

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

By: \_\_\_\_\_  
City Administrator

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

CITY OF ST. ANTHONY

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

By: \_\_\_\_\_  
City Manager

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

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## **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 provide an average of 8 hours of daily coverage within the jurisdictional boundaries of Falcon Heights. This coverage will include 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. This date may be modified by mutual agreement of the Joint Operations Committee based on available staffing levels of the St. Anthony Police Department.

### **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.