



CITY COUNCIL SPECIAL MEETING AGENDA

MONDAY JANUARY 27, 2025, AT 7:00 AM

1. **Call to Order**
2. **Roll Call**
3. **City Council Member Appointment**
 - a. Discussion relating to City Council Member vacant seat appointment.
4. **Adjourn**



WEST HENNEPIN PUBLIC SAFETY DEPARTMENT

1918 County Road 90

Maple Plain, MN 55359

Phone (763) 479-0500, Fax (763) 479-0504

www.westhennepin.com

DATE: December 11, 2024

TO: City of Independence, Mark Kaltsas

FROM: Chief Gary Kroells

SUBJECT: Update Joint Powers Agreement for West Hennepin Public Safety

This memo is a result of an action item taken by the Police Commission on December 10, 2024. Per their request I have drafted an updated Joint Powers Agreement (JPA) for West Hennepin Public Safety Department between the original members, the City Maple Plain and the City of Independence.

The police commission had requested an updated JPA be presented to their respective city councils to reflect a five-year contract with a three-year renewal period. I have included a copy of the redacted version with the redline and strike out indicating what was updated. The second document is a clean copy of these redaction in a PDF.

If you have any further questions, please let me know.

West Hennepin Public Safety Joint Powers Agreement

1. General Purpose. The general purpose of this Agreement is to establish, equip and operate a Joint Municipal Police Department pursuant to Minnesota Statutes Annotated, SS436.06 and 471.59. The Joint Municipal Police Department shall protect and safeguard life and property and furnish police protection within the Cities which are Members under this Agreement. The Members agree that the powers jointly exercised herein will result in a higher standard of police service, a Police Department more responsive to each City's elected officials and the citizens thereof, and a police organization in which quality, efficiency and economy are given priority.
2. Definitions: The terms contained in this section shall have the meanings ascribed to them.
 - (a) Commission: The board of Police Commissioners created under this Agreement, pursuant to MSA S436.06 (2), the title of which is the West Hennepin Public Safety Department Commission.
 - (b) Commissioner: A member of the Commission.
 - (c) Council: The governing body of any City, which is a Member of the Commission.
 - (d) Member: A City, which enters into this Agreement.
 - (e) Original Member: A City, which enters into this Agreement on or before the 16 day of November, 1978.
 - (f) Later Member: A City, which enters into this Agreement after the 16 day of November, 1978.
 - (g) WHPSD: West Hennepin Public Safety Department.
3. Membership: The Original Members of the Commission are the Cities of Independence and Maple Plain. Any City having a contiguous boundary with any Original member may become a Later Member of the Commission upon consent of all Members then existing.
4. Commission Established: The Members hereby establish the Commission, which shall consist of two commissioners from each Member. All decisions of the Commission shall be by majority vote. Each Commissioner shall have one vote.
5. Selection of Commissioners: The Mayor of each member shall be a Commissioner. Each Member, in addition, shall appoint a second Commissioner from among the members of its Council. All other council members of each Member may be appointed to serve as an alternate in the absence of one of the appointed Commissioners. All Commissioners shall serve without compensation from the Commission.

6. Quorum: A majority of Commissioners shall constitute a quorum at meetings of the Commission.
7. Rules: The Commission adopts the League of Minnesota Cities, Handbook for Statutory Cities, which shall be used as its Rules of Order and shall be referred to as the Rules of Order.
8. Execution of Agreement: Each Member shall execute this Agreement by authorizing the signature of its Mayor and City Clerk. The City Clerk shall file said executed copy of this Agreement, together with a certified copy of the Resolution approving the same, with the City Clerk of each member and with the Secretary of the Commission.
9. Meetings: At the first meeting of each year, after Member appointments are made by the Councils, the Commission shall establish a schedule of meetings for the upcoming year (set quarterly at a minimum or as necessary). The Commissioners shall elect a Chairman and Vice Chairman, Treasurer, and Secretary and other officers deemed necessary by the Commission. Special meetings shall be called by the Chairman at the request of any two Commissioners, upon such notice as the Commission may establish.
 - (a) The Chairman shall preside at all meetings of the Commission and shall act as the Administrative Head of the Commission.
 - (b) The Vice-Chairman shall exercise all powers of the Chairman in the Chairman's absence.
 - (c) The Treasurer shall be responsible for all financial records of the Commission. Any commission Member and the Director of Public Safety shall have authority to sign and issue checks and perform electronic transfers for the Commission, except that payroll checks, only if necessary, may be signed by each clerk of the Member City. The Director of Public Safety and each Commission member shall be bonded in the amount of \$100,000.00.
 - (d) The Secretary shall keep an accurate record of all proceedings of the Commission; the Commission may appoint a Recording Secretary (non-commission member or staff member) to assist the appointed Secretary.
10. Powers and Duties of the Commission:
 - (a) The Commission shall establish the qualifications for and prescribe the duties of the position of Director of Public Safety of WHPSD.
 - (b) The Commission shall recruit and appoint, on the basis of merit and fitness, a Director of Public Safety at such salary and in accordance with such terms of employment as the Commission shall determine. The Commission may suspend, discipline, or remove, upon the basis of merit and fitness, and upon the provisions of all applicable Ordinances and Statutes, the Director of Public Safety.

- (c) Upon recommendation of the Director of Public Safety, the Commission may appoint, on the basis of merit and fitness, such persons as may be required to assist the Director of Public Safety in creating a full-time Department of Public Safety capable of enforcing the Ordinances of each Member and the Laws of the State of Minnesota to the full extent of the Statutory Authority of each Member.
- (d) The Commission shall provide office space and such equipment and supplies as are necessary to carry out the purposes of the Agreement.
- (e) The Commission shall make an accounting of all receipts and expenditures and other financial matters of the Commission to the Council of each Member once each month. All financial records, reports and books shall be subject to the Data Practices Act, Minnesota Statutes Ch13., et seq.
- (f) The Commission may accumulate such reserve funds as are reasonably necessary to defray the expenses of operating the Department of Public Safety and the Commission and may invest such funds not needed for immediate use in a manner and subject to the laws of the State of Minnesota applicable to Statutory Cities. The Commission shall forthwith collect any monies due from Members of the Commission, together with any penalties assessed.
- (g) Within the scope of the authority granted to it by the Members, the Commission shall be the sole judge of all legislative matters and shall exercise all legislative power in connection with the operation of WHPSD. The Commission shall have full authority over all financial affairs of WHPSD. The Commission shall exercise general supervision over internal procedures and policies of WHPSD but shall not encroach upon or interfere with the administrative duties of the Director of Public Safety and shall deal with WHPSD only through its duly appointed Director of Public Safety.
- (h) Upon recommendation of the Director of Public Safety, the Commission may promote, suspend, discipline, or remove, upon the basis of merit and fitness, and upon the provisions of all applicable Ordinances and Statutes, all persons appointed to assist the Director of Public Safety.

11. Officers and Employees:

- (a) The Director of Public Safety shall exercise all administrative authority and shall act as the Chief Administrative Officer of WHPSD and shall have the duties and be vested with the authority set forth on Exhibit A which is attached hereto and entitled Job Description for Director of Public Safety.
- (b) All employees of the Commission shall be subject to the administrative direction of the Director of Public Safety and shall have the duties and shall be vested with the authority as set forth on Exhibit B and entitled Job Description of Sworn and Non-sworn Police Personnel.
- (c) The Director of Public Safety shall communicate directly with the Mayor of each Member in the event the Director of Public Safety deems it necessary for the enforcement of a particular law or the solving of a particular police problem which affects a particular Member of the Commission. All other communication on police matters of a general nature shall be through the Chairman of the Commission.
- (d) The Director of Public Safety shall maintain up-to-date job descriptions of Director, Sergeant and Officer to include basic licensing to meet Minnesota State licensing requirements.

- (e) The Director of Public Safety shall develop and maintain a Long Range Strategic Plan for the purpose of identifying new policies and procedures or enhancing current policies and procedures.

12. Authorized Signature: Upon motion or resolution duly passed by the Commission, the Commission may expend budgeted funds in accordance with Minnesota Law. Orders, checks and drafts shall be signed by the persons designated in paragraph 9(c). All other legal instruments of the Commission shall be authorized by motion of a majority of the Commission and executed by the Chairman and the Secretary.

13. Definitions: The terms contained in this section shall have the meanings ascribed to them:

- (a) Member's "Tax Capacity": An amount derived by averaging the Tax Capacity of a Member as shown on the Hennepin County Assessor's Books on January 1 of each of the three years next preceding the Budget Year.
- (b) Total "Tax Capacity": The sum of the Tax Capacity of all Members.
- (c) Member's Population: The population of a Member as estimated or determined by the Metropolitan Council on January 1st of the year next preceding the Budget Year.
- (d) Total Population: The sum of the population of all members.
- (e) Member's Police Calls: A number derived by totaling the Police Calls recorded during the three years next proceeding the current calendar year during which the budget is considered, and divided by three.
- (f) Total Police Calls: The sum of Police Calls of all Members.
- (g) Budget Year: The period from January 1st through December 31st of the year next succeeding the current calendar year.
- (h) Budget: A written document prepared by the Director of Public Safety and presented to the Council of each Member prior to August 15th of the current calendar year. This document sets forth the expenditures, purchases, contracts and the various costs proposed to be made during the Budget Year, to establish, equip and operate WHPSD. This document shall include, but not be limited to, the following Line Items or equivalent breakdown:

- 1. Salary/Regular
- 2. Salary/Overtime
- 3. P.E.R.A.
- 4. Health Benefits
- 5. Uniform Allowance
- 6. Telephone
- 7. Postage
- 8. Office/Operations Equipment Maintenance
- 9. Office/Operations Supplies
- 10. Office Rent & Cleaning
- 11. Books/Dues/Subscription
- 12. Printing
- 13. Communications
- 14. Auto Maintenance
- 15. Fuel & Oil

16. Squad Setup & Parts
17. Insurance Costs
18. Schools & Training
19. Audit
20. Office Equipment
21. Squad Cars
22. Squad Equipment
23. Contingency Fund
24. Reserve Program
25. D.A.R.E. Program
26. Other Programs

(i)Member's Tax Capacity: The ratio, which the Member's Tax Capacity bears to the Total Tax Capacity, calculated to the nearest 10th of one percent.

- i. Member's Population Factor: The ratio, which the Member's Population bears to the Total Population, calculated to the nearest 10th of one percent.
 - ii. Member's Police Calls Factor: The ratio which the Member's Police Calls bears to the total Police Calls, calculated to the nearest 10th of onepercent.
 - iii. Member's Total Cost Factor: The calculation to the nearest 10th of one percent obtained by adding the Member's Tax Capacity Factor, the Member's Population Factor and the Member's Police Calls Factor and dividing by three.
 - iv. Annual Share: The dollar value obtained by multiplying the Member's Total Cost Factor times the dollar value of the Budget which receives final approval by the Commission.
14. Budget Approval Procedure: The Council of each Member shall approve the Budget on or before November 15th of each current calendar year, making such changes as it deems necessary. Such approval may be made by joint resolution of the Councils of all of the Members, made at a joint meeting thereof. The draft or drafts of the Budget approved shall be forwarded immediately to the Commission, which shall have full authority to resolve any differences among the draft Budgets approved, by the Councils of the Members.
15. Expenditures Authorized: Submission of the approved draft or drafts of the Budget to the Commission, and final approval by the Commission is deemed to authorize the expenditures as they are set forth on each Line Item of the Budget, provided that the actual purchases and contracts shall be carried out by the Commission in accordance with the Uniform Municipal Contracting Law, except that any expenditure in excess of \$10,000 shall be carried out by joint resolution of the Councils of all members, unless previously approved at the time of Budget approval, i.e. squad cars.
16. Funding of Commission Expenditures: Commission Expenditures for the Budget Year shall be funded by the payment of each Member as requisitioned on a monthly basis by the Director of Public Safety.

17. Property Ownership and Contractors: All property, including leases, contracts, real estate, personal property, and all other property of all kinds shall be held in the name of the Cities who are Members at the time of the purchase, as tenants in common. Contracts for budgeted purchases shall be executed by the Chairman and the Secretary of the Commission in the name of the Cities who are Members at the time of the Contract. Upon dissolution of this Agreement or the withdrawal of a Member, the current market value of any tangible personal or real property shall be determined by the Commission. Each withdrawing Member shall receive, as full payment for its proprietary interest in said property, in cash or in kind as the Commission may determine, an amount derived by multiplying the Member's Total Cost Factor for the year of purchase times the current market value of all tangible personal or real property purchased while the withdrawing City was a Member.
18. Duration: This Agreement shall take effect upon the date of its execution and shall continue for a period of five ~~three~~ years from the date thereof, and is automatically renewable for a three ~~one~~ year periods thereafter, seriatim. No Member shall have the right to withdraw from this Agreement prior thereto. All withdrawals shall be effective on January 1 of a given year and shall be valid only if notice of withdrawal is given 1,096 ~~367~~ days, or more, prior to said effective date. Notice of withdrawal shall be effective only by filing with the Secretary of the Commission and the City Clerk of each Member a certified copy of the Resolution of the member so intending to withdraw. This Agreement may be amended at any time upon the mutual consent of all Members.
19. Prosecution of Ordinance and Statutory Violations: Each Member to this Agreement shall be responsible for the cost of prosecution of violations which occur within their respective boundaries, and all fines, revenues and other refunds from the Hennepin County District Court shall be in accordance with the Statute in such case made and provided.

IN WITNESS WHEREOF, the following Cities, by Resolution of their respective City Councils, hereby declare themselves to be Members of the West Hennepin Public Safety Department Agreement.

CITY OF MAPLE PLAIN

By: _____
Its Mayor

Executed this 16 day of
December, 2024.

By: _____
City Administrator
City of Maple Plain

CITY OF INDEPENDENCE

By: _____
Its Mayor

Executed this 16 day of
December, 2024.

By: _____
City Administrator
City of Independence

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18. Duration: This Agreement shall take effect upon the date of its execution and shall continue for a period of five years from the date thereof and is automatically renewable for a three year period thereafter, seriatim. No Member shall have the right to withdraw from this Agreement prior thereto. All withdrawals shall be effective on January 1 of a given year and shall be valid only if notice of withdrawal is given 1,096 days, or more, prior to said effective date. Notice of withdrawal shall be effective only by filing with the Secretary of the Commission and the City Clerk of each Member a certified copy of the Resolution of the member so intending to withdraw. This Agreement may be amended at any time upon the mutual consent of all Members.
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