



RISK MANAGEMENT INFORMATION
COMBINING POLICE DEPARTMENTS
Issues to Consider

Combining two or more small police departments into a single agency can offer advantages to the communities those departments serve. Planning and negotiating an agreement to combine services is a big task and there are many issues to deliberate. The following is a list of potential issues to consider.

How will the arrangement be structured?

The joint powers law allows political subdivisions to cooperate in a wide variety of ways. For cities considering combining police forces, there are basically two models that can be considered: a *consolidated joint department* approach or a *service contract* approach.

Under the *consolidated* approach, two or more cities agree under the joint powers law to create a joint board consisting of one or more representatives from each of the participating units. Each city provides financial support to the joint board. In turn the board hires the chief and the officers, owns the equipment and generally manages the operations.

Under the *service contract* approach, one political subdivision maintains and manages the police department and the other city simply purchases services from that political subdivision. The political subdivision providing the service to the city might be another, usually larger, near-by city or it might be the county sheriff's department. Typically, the agreement will specify the level and type of service to be provided, performance standards, and so on.

The joint powers law authorizes other forms of inter-local cooperation as well. For example, cities might combine certain specialty operations, while still maintaining their separate departments; drug task forces are a common example of this. Another form of cooperation is mutual aid, in which the two cities agree to assist each other in specified circumstances; e.g., when an emergency in one city requires additional personnel, or when one department is short-staffed because of vacancies, vacations, injuries, sickness, etc.

How will it be governed and managed?

For a consolidated department, how will the board be structured? Will it consist of elected officials, appointed city officials, citizen appointees, or some combination? Do all the cities have equal representation? How are the members appointed, for what terms, etc.? Are there certain

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Consult your attorney for advice concerning specific situations.

specific types of decisions that will need to be approved by the participating city councils, in addition to (or instead of) by the joint board?

For service contracts, will there be a formal structure for the purchasing city to have input, such as an advisory board, a designated liaison, regular meetings, etc.?

Is there support for the concept, among elected officials, citizens, other city officials, members of the departments, etc.?

How big will the new department be?

Will the complement of officers be equal to, less than, or greater than the combined totals of the existing departments?

What labor agreements are in force in the different departments?

How might those agreements affect what changes can be made and when? What union, if any, will represent the officers in the combined department?

Will all the current officers be guaranteed a job or will each officer have to apply individually for a job with the new department?

What will the salary schedule be for the new department?

What changes in health coverage and other benefits may be necessary or desirable?

Do any of the cities have a police civil service system or a local police relief association?

What happens to the non-sworn support staff? (Same issues as for sworn officers.)

How will personnel records and files be handled for both current and future officers?

Do any of the cities have part-time officers?

Will the new department have part-time officers?

What will be the policy on personal equipment, such as weapons, uniforms, body armor, etc.?

Will the officer purchase it or is it supplied, etc.?

How will law enforcement records be handled?

Will the existing departments' records be combined, and if so where and how?

What policies and procedure manuals will be used and how will that be determined?

The departments that are combining may have different policies in general plus the POST required policies must be maintained.

Where will the department be housed?

Will there be only one or could there be “sub-stations” in the individual cities?

How will vehicles and equipment be handled?

Will all the departments contribute all their equipment to the new department? Is there a concern that the cities’ respective contributions may not be equitable because of the age, condition or amount of the equipment contributed?

How will finances be handled?

What will each city’s financial contribution be? How will any unexpected or unbudgeted costs or uninsured/unfunded liabilities be handled?

How will liability be handled?

In general, in a consolidated department, it works best for the department to carry its own liability coverage and to structure that coverage to protect the constituent political subdivisions as well as the joint department itself.

Under a service contract approach, it works best for the entity providing the service to carry the liability risk and insurance, since that city controls how the service is provided and therefore is in a position to control that liability risk. The “provider” city or county would also agree contractually to defend and indemnify the “purchaser” city for any claims arising from the police activities.

Do any of the departments have grant-funded operations?

How will those responsibilities and that funding be handled?

What mutual aid agreements are in place?

How will those commitments be managed?

Do any of the departments have other non-law-enforcement responsibilities, such as emergency management?

How will the new department be identified – e.g., name, vehicle colors and markings, uniforms, etc.?

Even under a “service contract” approach, it may sometimes be desirable to identify the department differently than just as the “City of X Police Department.”

What’s the procedure to terminate the arrangement or for a city to withdraw from the arrangement?

When may a city withdraw, how much notice is required, etc. In a multi-party joint department, will/can the department continue with the now-reduced number of participating cities? If the department is dissolved, how are the equipment, assets and liabilities allocated?

This document was prepared by representatives of the League of Minnesota Cities, the Minnesota Chiefs of Police Association, the Minnesota Sheriff's Association, the Minnesota Police and Peace Officers Association, and the Minnesota Board of Peace Officer Standards and Training.

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