

## **Falcon Heights City Council Workshop**

**City Hall  
2077 W Larpenteur Ave.  
6:30 p.m.**

### **AGENDA January 5, 2011**

:

- 1) U of MN Law School Municipal Renewable Energy Funding Report
- 2) Domestic Partner Registration Ordinance
- 3) Police Contract Renewal Discussion

If you have a disability and need accommodation in order to attend this meeting, please notify City Hall 48 hours in advance between the hours of 8:00 a.m. and 4:30 p.m. at 651-792-7600. We will be happy to help.



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	January 5, 2011
<b>Agenda Item</b>	Workshop 1
<b>Attachment</b>	
<b>Submitted By</b>	Justin Miller, City Administrator

<b>Item</b>	U of MN Law School Municipal Renewable Energy Funding Report
<b>Description</b>	For the past several months, students from the University of Minnesota Law School Environmental Sustainability Clinic have been working on a report which will outline options for the city in regards to providing incentives to residents to make energy efficient improvements to their homes. They are at the point in their project where they would like to present to the city council their progress. More information will be available at the workshop on Wednesday evening.
<b>Budget Impact</b>	
<b>Attachment(s)</b>	
<b>Action(s) Requested</b>	No action is being requested at this time, however the students and staff will be looking for guidance from the city council on which areas to focus future attention towards.



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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	January 5, 2011
<b>Agenda Item</b>	Workshop 2
<b>Attachment</b>	Email from Phil Duran, Info sheet, City of Edina Ordinance
<b>Submitted By</b>	Michelle Tesser, Assistant to the City Administrator

<b>Item</b>	Domestic Partner Registration Ordinance
<b>Description</b>	<p>Domestic partner registration ordinances allow a couple, whether same-sex or different-sex, to register as domestic partners for a nominal fee (usually \$20-\$25) and receive a certificate that verifies their registration. This type of ordinance exist in Minneapolis (1991), Duluth and St. Paul (2009), and Edina, Rochester, Maplewood, and Golden Valley (2010).</p> <p>Recently, the chair of Human Rights Commission and staff was contacted by Phil Duran, the Legal Director of Outfront Minnesota. Outfront Minnesota was approached by a Falcon Heights resident about possibly discussing a domestic partner ordinance in the city. Historically in Minnesota, Human Rights Commissions were actively involved in this discussion. Phil Duran's request was brought in front of the commission on December 6<sup>th</sup>. The commission was concerned about the process and what their role should be. One posed question was if their role should be to lead the effort to create awareness and education. They requested staff to pose these questions to the Council at the January workshop.</p>
<b>Budget Impact</b>	n/a
<b>Attachment(s)</b>	Email from Phil Duran, Outfront Minnesota Domestic Partner Information Sheet City of Edina Ordinance
<b>Action(s) Requested</b>	No action is needed at this time.

**From:** [Phil Duran](#)  
**To:** [Michelle Tesser](#); [judyconnolly@comcast.net](mailto:judyconnolly@comcast.net)  
**Subject:** DP ordinance?  
**Date:** Wednesday, November 17, 2010 11:14:20 AM  
**Attachments:** [DP ordinances info sheet.doc](#)  
[Edina DP ordinance \(2\).doc](#)

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Hi, Michelle and Judy --

We've been approached by a Falcon Heights resident about the possibility of discussing a domestic-partner ordinance in your city. As you may know, such ordinances exist in Minneapolis (1991), Duluth and St. Paul (2009), and Edina, Rochester, Maplewood, and (as of last night) Golden Valley (2010). I'm writing you in your capacities as staff liaison and Chair for the Falcon Heights Human Rights Commission; in cities like Edina, Golden Valley, and others, the local human rights commissions have been centrally involved in that discussion. I've attached a very basic fact sheet, along with sample language from Edina for your consideration as a possible subject for conversation at a future HRC meeting. I've also put together an informational presentation that I've shared with several local commissions and city councils in recent months, which I'd be happy to bring to Falcon Heights in there is interest in such a discussion.

Thanks for your consideration of this material --

--

Phil Duran  
Legal Director  
OutFront Minnesota  
310 E. 38th St., Suite 204  
Minneapolis, MN 55409  
(612) 822-0127, ext. 7663 [email preferred]

Leading Minnesota Toward GLBT Equality

## **What are municipal domestic-partner registration ordinances?**

*In 1991, the City of Minneapolis created Minnesota's first municipal domestic-partner registration ordinance. Since then, other cities have followed suit: Duluth (2009), St. Paul (2009), Edina (2010), and Rochester (2010). These ordinances allow a couple, whether same-sex or different-sex, to register as domestic partners for a nominal fee (usually \$20-\$25) and receive a certificate that verifies their registration.*

## **Municipal domestic-partner registrations serve purposes beyond symbolism.**

*Undeniably, under Minnesota law, local governments are very restricted in terms of the rights or privileges they could attach to a domestic-partner registration. In particular, local governments in Minnesota may not offer their employees' domestic partners health coverage akin to that provided to employees' spouses. (Other employment benefits, e.g., bereavement leave, may be offered.) A registration ordinance provides unmarried couples who attest that they satisfy the City's definition of a "domestic partnership" the ability to secure government documentation that a relationship exists. That documentation function strengthens couples' ability to secure benefits or protections from businesses, hospitals, or other entities which can rely on a registration certificate for their paperwork needs.*

## **Municipal domestic-partner registration ordinances impose no costs on local businesses.**

*None of the domestic-partner ordinances passed in Minnesota requires any private business or other entity to pay to provide financial benefits of any kind to couples who register. Much of the conversation about domestic partnerships relates to health benefits; under Federal law, in most cases no city or state can require that private employers provide any particular health benefits to their employees. A domestic-partner registration ordinance, however, can make it easier for those businesses who would like to provide these or other benefits but who don't want to create their own, internal registration processes.*

## **Passing a municipal domestic-partner registration ordinance imposes no costs on a City itself.**

*The cost of preparing forms for couples to use for registration is more than offset by the registration fee couples are charged. Passing a domestic-partner registration ordinance does not require a City to provide any particular benefits to its employees' domestic partners, though naturally a City may choose to do so, other than dependent health coverage.*

## **Municipal domestic-partner registration ordinances can help attract businesses and residents.**

*There is no evidence that in twenty years' experience, businesses or residents have left, or declined to move to, Minneapolis due to its domestic-partner registration ordinance. In OutFront Minnesota's experience, local leaders express support for such ordinances because they believe they enhance their city's reputation as welcoming to all families and communities, and that this is conducive to welcoming new businesses and residents.*

## **Municipal domestic-partner registries do not affect places of worship.**

*A municipal domestic-partner registration ordinance is entirely a function of civil government and has no effect on places of worship. Should a place of worship*

*choose to conduct a ceremony for domestic partners, they are of course free and welcome to do so, but no government entity may require that a place of worship recognize or act on a domestic-partner registration.*

**Municipal domestic-partner registries do not violate state law.**

*While Minnesota law currently restricts marriage to different-sex couples, state law also allows local governments to register domestic partners. Each of the domestic-partner registration ordinances in Minnesota provides for recognition of registrations from other cities, as well as domestic partnerships, civil unions, and even marriages from other jurisdictions – as municipal domestic partnerships, and nothing more. Domestic-partnership registration ordinances do not create or limit rights or obligations in such areas as inheritance, adoption, child custody, separation, or related areas governed solely by State law.*

**ORDINANCE NO. 2010-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE EDINA CITY CODE  
CONCERNING DOMESTIC PARTNERS**

**THE CITY OF EDINA ORDAINS:**

**Section 1.** Chapter 1 of the Edina City Code is amended by adding Section 195 to provide as follows:

**195.01 Purpose.**

The City of Edina authorizes and establishes a voluntary program of registration of domestic partners. The domestic partnership registry is a means by which unmarried, committed couples who reside or work in Edina and who share a life and home together may document their relationship.

Edina's Domestic Partnership ordinance is a City ordinance and does not create rights, privileges, or responsibilities that are available to married couples under state or federal law. The City of Edina cannot provide legal advice concerning domestic partnerships. Applicants and registrants may wish to consult with an attorney for such advice including but not limited to: wills, medical matters, finances and powers of attorney, children and dependents, medical and health care employment benefits.

**195.02 Definitions.**

The following words and phrases used in this Code have the meanings given in this Section.

**Domestic Partner.** Any two adults who meet all the following:

1. Are not related by blood closer than permitted under marriage laws of the state.
2. Are not married.
3. Are competent to enter into a contract.
4. Are jointly responsible to each other for the necessities of life.
5. Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
6. Do not have any other domestic partner(s).
7. Are both at least 18 years of age.
8. At least one of whom resides in Edina or is employed in Edina

**Domestic Partnership.** The term “domestic partnership” shall include, upon production of valid, government-issued documentation, in addition to domestic partnerships registered with the City of Edina, and regardless of whether partners in either circumstances have sought further registration with the City of Edina:

A. Any persons who have a currently-registered domestic partnership with a governmental body pursuant to state, local or other law authorizing such registration. The term domestic partnership shall be construed liberally to include unions, regardless of title, in which two individuals are committed to one another as married persons are traditionally committed, except for the traditional marital status and solemnities.

B. Marriages that would be legally recognized as a contract of lawful marriage in another local, state or foreign jurisdiction, but for the operation of Minnesota law.

### **195.03 Registration of Domestic Partnerships.**

A. The City Clerk shall accept an application in a form provided by the City to register domestic partners who state in such application that they meet the definition of domestic partners.

B. The City Clerk shall charge an application fee for the registration of domestic partners and shall charge a fee for providing certified copies of registrations, amendments, or notices of termination. The fees required by this Section shall be in the amount set forth in Section 185 of this Code.

C. The City Clerk shall provide each domestic partner with a registration certificate. The registration certificate shall not be issued prior to the third working day after the date of the application.

D. This application and certificate may be used as evidence of the existence of a domestic partner relationship.

E. The City Clerk shall keep a record of all registrations of domestic partnership, amendments to registrations and notices of termination. The records shall be maintained so that amendments and notices of termination are filed with the registration of domestic partnership to which they pertain.

F. The application and amendments thereto, the registration certificate, and termination notices shall constitute government data and will be subject to disclosure pursuant to the terms of the Minnesota Government Data Practices Act.

### **195.04 Amendments.**

The City Clerk may accept amendments for filing from persons who have domestic partnership registrations on file, except amendments which would replace one of the registered partners with another individual.



## **195.05 Termination of Domestic Partnership.**

Domestic partnership registration terminates when the earliest of the following occurs:

1. One of the partners dies; or
2. Forty-five days after (a) one partner sends the other partner written notice, on a form provided by the City, that he or she is terminating the partnership and (b) files the notice of termination and an affidavit of service of the notice on the other partner with the City Clerk.

**Section 2.** Chapter 1 of the Edina City Code is amended by adding Section 197 to provide as follows:

**197.01 Homestead designation.** Eligibility for the designation of property as a homestead, the application process and the verification process are set forth in State Statutes. In administering the state homestead statutes the City will not impose any additional requirements on domestic partners.

**197.02 Fees.** If the City offers a family fee, family membership or family registration, domestic partners are entitled to the same family fee, family membership or family registration.

**Section 3.** Section 150.10, Subd. 3 of the Edina City Code is amended to provide as follows:

Subd. 3 **Purpose.** Sick leave with pay may be granted to employees entitled thereto when the employee is unable to perform scheduled work duties due to illness/disability, the necessity for medical, dental or chiropractic care, childbirth or pregnancy disability, exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. Sick leave with pay may also be granted for a variety of other family and medical circumstances. The amount and conditions under which sick leave with pay may be used for such circumstances is provided in the family and medical leave policy adopted pursuant to Subsection 150.13 of this Code. Sick leave with pay may be granted for a maximum of five scheduled work days in the event of the death of an employee's spouse, domestic partner, father, mother, spouse's father or mother or child or domestic partner's father, mother or child and a maximum of three days in the event of the death of an employee's grandparent, grandchild, brother or sister.

**Section 4.** Section 185.02 Schedule A of the Edina City Code is amended by adding the following:

<b><u>SECTION</u></b>	<b><u>SUBSECTION</u></b>	<b><u>PURPOSE OF FEE OR CHARGE</u></b>	<b><u>AMOUNT</u></b>
195	195.03	registration of domestic partners	\$_____
195	195.03	certified copies of registration, amendments or notice of termination of domestic partners	\$_____

**Section 5.** This ordinance is effective upon passage and publication.



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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	January 5, 2011
<b>Agenda Item</b>	Workshop 3
<b>Attachment</b>	2010-11 Police Contract
<b>Submitted By</b>	Justin Miller, City Administrator

<b>Item</b>	Police Contract Renewal Discussion
<b>Description</b>	The city's contract with St. Anthony for police services expires at the end of 2011. Per the contract, a new agreement needs to be in place by June 15, 2011. Staff will begin negotiating new contract terms with St. Anthony in the coming months, but it would be beneficial for staff to understand some guidelines or desired changes the city council would like to see in the new contract before entering into contract discussions.
<b>Budget Impact</b>	The history of the police contract with St. Anthony is: 2008 \$535,067 (33.4% of general fund expenditures) 2009 \$571,536 (37.4% of general fund expenditures) 2010 \$578,595 (34.7% of general fund expenditures) 2011 \$590,167 (35.2% of general fund expenditures)
<b>Attachment(s)</b>	2010-11 Police Contract
<b>Action(s) Requested</b>	No action is needed at this time, but staff will be interested in hearing comments from the city council about the upcoming police contract negotiations.



May 26, 2009

Justin Miller  
City of Falcon Heights  
2077 West Larpentour Avenue  
Falcon Heights, Minnesota 55113

Dear Justin:

Enclosed is the Contract Agreement for police services for 2010 and 2011 between the City of Falcon Heights and City of St. Anthony. The increases for each contract year are 2% in 2010 and 2% in 2011. In 2010, the City removed \$11,000 for dispatching services. This will be paid to Ramsey County by each city.

The proposed increase is necessary to offset increased costs in the following areas:

- ✓ Health insurance premiums increased 16% and each year continues to rise at double-digit levels.
- ✓ Increasing costs of maintenance (labor, tires, parts & etc.).
- ✓ Volatility of fuel costs.
- ✓ PERA (Employer pension contributions were increased by the State).

The proposed increase listed below is contingent on a favorable approval of the St. Anthony City Council. The St. Anthony City Council will schedule approval after Falcon Heights approves the contract. Here is a current summary of the cost for services:

<u>2009</u> <u>Contract</u>	<u>Proposed</u> <u>2010</u>	<u>Proposed</u> <u>2011</u>
\$567,250	\$578,595	\$590,167

In addition, we have changed language on the Joint Advisory Committee to meet once per year, changed the Termination Agreement so it is consistent with both cities. Also, dispatch expenditures will be paid for by each city. If you have any questions, please contact me at 612-782-3311 or email at [mike.mornson@ci.saint-anthony.mn.us](mailto:mike.mornson@ci.saint-anthony.mn.us)

Sincerely,

Michael J. Mornson  
City Manager

Enclosures

CONTRACT AGREEMENT  
FOR POLICE SERVICES

This Agreement is made and entered into as of \_\_\_\_\_, 2009 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF FALCON HEIGHTS, a municipal corporation under the laws of the State of Minnesota ("Falcon Heights"). The services to be performed under this Agreement will commence January 1, 2010.

I. PURPOSE

St. Anthony and Falcon Heights have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which St. Anthony will provide police services for Falcon Heights. St. Anthony will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Falcon Heights. St. Anthony will provide feedback to the Falcon Heights City Administrator and City Council on a regular and timely basis, and will actively support the creation of a Joint Advisory Committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered following the preparation by Falcon Heights of a Request for Proposal for Police Services and the submission of a Responsive Proposal by St. Anthony (the "Proposal"). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties' intent.

III. SERVICES

St. Anthony 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.

IV. 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 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 Costs  
Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch.
- E. Enforcement of 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;
- 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, including participation in the Mayor's Commission, Family Violence Network, Neighborhood Watch Programs, "McGruff Houses," and "Combat Auto Theft" programs; 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; and
- O. Special event traffic patrol services.

V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2010 and will continue until December 31, 2011. In consideration of the services to be provided under this Agreement, Falcon Heights will pay St. Anthony an annual fee of \$578,595 for the year 2010, and an annual fee of \$590,167 for the 2011, for the police service under this Agreement. This Agreement will be effective January 1, 2010 and will continue indefinitely unless canceled in accordance with the procedure outlined in Section XX of this Agreement. In consideration of services provided for under this Agreement, St. Anthony and Falcon Heights shall establish the fee for these services by June 15, 2011.

VI. 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.

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of St. Anthony police officers under this Agreement, and will hold Falcon Heights, its officers and employees harmless for any liability resulting from actions of a St. Anthony employee and shall defend Falcon Heights, its officers and employees, against any claim for damages arising out of St. Anthony's performance of this Agreement; provided, however that if the claim, action or liability is one which is insured by St. Anthony's liability insurer, Falcon Heights will bear the first \$5,000.00 of expense for any such claim, action or liability, or expenses relation thereto, including attorneys' fees, to the extent not covered by the insurer because of a deductible amount under the policy (which deductible amount is currently \$10,000.00).

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 ADVISORY COMMITTEE

Both cities will appoint members to a Joint Advisory Committee. The committee will meet at least once a year to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the committee will be strictly advisory.

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

St. Anthony will furnish all communication equipment and any necessary supplies required to perform the services, which are to be rendered under this Agreement.

XI. COOPERATION AND ASSISTANCE AGREEMENTS

Falcon Heights will be included in all Cooperative Agreements entered into by the St. Anthony Police Department with other police services units.

XII. HEADQUARTERS

Headquarters for services rendered to Falcon Heights under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Falcon Heights may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Falcon Heights at the Falcon Heights City Hall, and Falcon Heights will have facilities available to the officers at Falcon Heights City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Falcon Heights will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment matters will be the obligation of St. Anthony. Falcon Heights will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Falcon Heights.

XIV. ENFORCEMENT POLICIES

Enforcement policies of St. Anthony will prevail as the enforcement policies within Falcon Heights. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Falcon Heights.

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF FALCON HEIGHTS

St. Anthony officers assigned to duty within Falcon Heights will enforce Falcon Heights' ordinances to the extent appropriate for enforcement by police officers.

XVI. OFFICERS OF FALCON HEIGHTS

The officer's assigned duty within Falcon Heights will be provided with authority to enforce the laws of the City of Falcon Heights by proper action to be taken by the Falcon Heights City Council, and while performing services under this Agreement will be considered police officers of Falcon Heights. The Chief of Police of St. Anthony will furnish to the Falcon Heights City Administrator the names of all St. Anthony police officers assigned to Falcon Heights, and all such officers will be appointed officers of the City of Falcon Heights.

XVII. OFFENSES

All offenses within Falcon Heights charged by police officers under this Agreement will be charged in accordance with Falcon Heights' ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVIII. COMMUNICATIONS

St. Anthony agrees to provide the Falcon Heights Administrator with weekly, monthly and annual police reports, in a format as is mutually agreed to by the St. Anthony Police Chief and the Falcon Heights City Administrator.

The St. Anthony Police Chief will regularly communicate with the Falcon Heights City Administrator in order to ensure that Falcon Heights is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Falcon Heights City Council.



XIX. PROSECUTION AND REVENUES

Falcon Heights will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Falcon Heights. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2010 and will continue 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 by June 15, 2011.

XXI. TERMINATION OF AGREEMENT

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 by April 15<sup>th</sup> of the odd numbered years that Falcon Heights or St. Anthony intends to terminate the Agreement. Termination of this Agreement shall be effective on December 31<sup>st</sup> at 11:59 p.m. of the year that either Falcon Heights or St. Anthony terminates the Agreement.

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. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and St. Anthony will not subcontract for any services to be furnished to Falcon Heights (except as otherwise provided in this Agreement), without the prior written consent of the other party.

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: \_\_\_\_\_