

## AGREEMENT FOR ANIMAL CONTROL SERVICE

AGREEMENT, entered this \_\_\_ day of January 2011, between the City of White Bear Lake and the City of Birchwood Village, both municipal corporations situated in the State of Minnesota.

WHEREAS, the City of Birchwood Village is desirous of contracting with the City of White Bear Lake for certain animal control services, and

WHEREAS, the City of White Bear Lake is agreeable to rendering such services on the terms and conditions hereinafter stated.

NOW, THEREFORE, it is hereby agreed as follows:

1. The City of White Bear Lake will provide animal control services within the corporate limits of the City of Birchwood Village to the same extent and in the same manner as the level of service provided in the City of White Bear Lake.

The manner of rendering such service, standards of performance, supervision of personnel, discipline of personnel, and other matters incident thereto shall remain exclusively in the City of White Bear Lake. In event of a dispute as to any of these matters, the determination thereof by the Police Chief of White Bear Lake shall be final and conclusive as between the parties.

2. The City of White Bear Lake shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of animal control service to be rendered hereunder. In the event that this agreement is terminated as herein provided, all such equipment and material shall remain the property of the City of White Bear Lake.

3. All personnel involved in carrying out the duties of animal control for the City of White Bear Lake Police Department shall be assigned to perform the same duties for the City of Birchwood Village in the same manner and to the same extent as though they were employees of the City of Birchwood Village.

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4. The City of Birchwood Village shall not be liable for payment of any salaries, wages, or other compensation to any employees of the City of White Bear Lake performing services hereunder other than as provided for in this agreement. In addition, the City of Birchwood Village shall not be liable for compensation or indemnity to any White Bear Lake employee for injury or sickness arising out of his employment.

5. The City of White Bear Lake, or its employees, shall not be liable for intentional or negligent acts of any officer, agent or employee of the City of Birchwood Village. The City of Birchwood Village shall not be liable for intentional or negligent acts of any agent or employee of the City of White Bear Lake.

6. The City of White Bear Lake, under this Agreement will not provide the services of its City Prosecutor.

7. The City of Birchwood Village shall be responsible for disseminating all information to the public that the City of White Bear Lake is furnishing animal control service as provided for herein.

8. Any service requested by the City of Birchwood Village not covered under this agreement may be provided by the City of White Bear Lake for additional compensation to be negotiated by the parties.

9. The term of this agreement shall commence on January 1, 2011, and shall renew automatically unless terminated by either party by serving written notice to the other parts on or before September 30th of each year.

10. The City of White Bear Lake will provide police services to the City of Birchwood Village for annual consideration as determined and presented in regard to the letter submitted to the City of Birchwood Village from the City of White Bear Lake and referenced on Exhibit B. The amount will be due and payable on a monthly or quarterly basis.

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11. The City of White Bear Lake will make its records available to the City of Birchwood Village to show the basis for calculations setting the charges specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**CITY OF WHITE BEAR LAKE**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

**CITY OF BIRCHWOOD VILLAGE**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its Clerk

**City of White Bear Lake  
2011 Animal Contract  
Exhibit B**

Animal Operations	23,535
Equipment Replacement	
See schedule below	

Total Animal operations	<u>23,535</u>
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Distribution formula:

	2009 Population	Percentage Distribution	Operations Distribution	Billing Amount
Birchwood	933	3.64%	857	857
White Bear Lake	24,734	96.36%	22,678	22,678
Total	25,667	100.00%	23,535	23,535