**ORONOCO TOWNSHIP / ORONOCO FIRST RESPONDERS AGREEMENT**

This contract is between Oronoco Township, acting by and through its (Department, division, Board, Commission) hereafter called “Township, and Oronoco First Responders hereafter called Contractor”.

1. Retirement System Status

* Contractor is not a contributing member of the Public Employees’ Retirement Agency and will be responsible for any federal or state taxes applicable to this payment. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, workmen’s compensation, or the Public Employees’ Retirement Agency, except as a self-employed individual. Contractor is an independent contractor.

1. Statement of Work.
2. Contractor agrees to accomplish the following work under this contract:
3. Contractor agrees to respond to all emergency medical calls ( including all motor vehicle accidents involving injuries) within the boundaries of Oronoco Township. Contractor shall be dispatched when its services are required by the Rochester / Olmsted County Law Enforcement 911 Dispatch Center. This obligation shall be effective immediately upon execution of this agreement by the parties.
4. Consideration.
5. Township agrees to pay Contractor not to exceed the sum of $8000.00 for accomplishment of the work which shall initially be due and payable on April 1 of every year beginning on April 1, 2012.
6. For fiscal year 2024, Township agrees to pay Contractor not to exceed the sum of $14,300 for the accomplishment of the work.
7. Travel.
   1. Travel expenses to and from the scene of any emergency medical call shall not be reimbursed to the Contractor by the Township and are included in the amount of consideration listed in three above.
8. Government Employment Status
9. If this payment is to be charged against Federal Funds, the Contractor certifies that it is not currently employed by the federal government.
10. Contractor certifies it is not an employee of Oronoco Township.
11. Subcontracts.
    1. Contractor shall not enter into any subcontracts for any of the work scheduled under this contract without prior written approval from the Township.
12. Dual Payment.
    1. Contractor shall not be compensated for work performed under this contract form any other department of Oronoco Township.
13. Funds Available and Authorized.
    1. Township certifies at the time the contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract within the Township’s current appropriation or limitation.
14. Termination.
15. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days’ notice, in writing, and delivered by certified mail or in person.
16. The Township may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Township, under any of the following conditions:

* If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
* If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
* If any license or certificate required by law or regulation to be held by thre Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

1. Any such termination of the contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
2. The Township by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this agreement.

* If the Contractor fails to perform any of the provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice for the township, fails to correct such failures within ten days or such longer period as the Township may authorize.
* The rights and remedies of the Township provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

1. Access to Records.
   1. The Township, its legal counsel, and their duly authorized representatives shall have access to the books, documents, papers and record of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts.
2. Indemnity.
3. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.
4. The Contractor shall save and hold harmless Oronoco Township and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting form or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this agreement.
5. The Contractor shall secure regular public liability and property damage insurance coverage in accordance with the new tort liability limits through the City’s insurer LMC.
6. The Contractor shall; have the Township, its officers, employees, and agents listed as additional insured in said insurance policy. The policy cannot be canceled without 30 days written notice to the Township. The Contractor shall supply the Township with a certificate of insurance listing the coverage and other requirements set out above.
7. Nondiscrimination.
   1. Contractor agrees to comply with all applicable requirements of federal and stat civil rights and rehabilitation statures, rules, and regulations.
8. Applicable Law.
   1. This agreement shall be governed by and construed in accordance with the laws and ordinances of Oronoco Township, Olmsted County, and The State of Minnesota.
9. Captions.
   1. The captions or headings in this agreement are for convenience only and in way define, limit or describe the scope or intent of any provisions of this agreement.
10. Execution and Counterparts.
    1. This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
11. Amendments.
    1. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in, any manner whatsoever, excerpt by written instrument signed by the parties.
12. Notices.
    1. All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Oronoco Township: 12335 25th Ave NW, Oronoco, MN 55960

Contractor: PO Box 195, Oronoco, MN 55960

1. Successors in Interest.
   1. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
2. Attorney Fees.
   1. In the event a lawsuit or any kind of action instituted on behalf of the Township to collect any payment due under this contract or to obtain performance of any kind under this contract, Contract agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.
3. Severability.
   1. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
4. Waiver.

* The failure of the Township to enforce any provisions of this contract shall not constitute a waiver by the Township of that or any other provision.

1. Merger Clause.
   1. This agreement constitutes the final expression of the parties’ agreement, and the complete and exclusive statement of the terms agreed upon. This agreement supersedes all prior negotiations, understanding, agreements, and representation. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this agreement shall bind either party; unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
2. Signature Lines.

Dated this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024

Contractor(s)

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

Title

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

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

Title

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

Oronoco Township

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

Ken Mergen

Chairman, Oronoco Township Board

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jody Schroeder

Oronoco Township Clerk

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