

**CITY OF ORONOCO AND TOWNSHIP OF ORONOCO  
FIRST RESPONDER'S SERVICE AGREEMENT**

**THIS AGREEMENT** ("Agreement"), made and entered into this      day of            2025, by and between the **CITY OF ORONOCO**, a Minnesota Municipal Corporation located in Olmsted County Minnesota, (the "City"), and the **TOWNSHIP OF ORONOCO**, a Minnesota Municipal Corporation (the "Township") (collectively the "parties").

**WHEREAS**, the Township, deeming it advisable to have available for the benefit of its residents services of the City of Oronoco First Responders ("OFR" or "first responders"), and the electors of the Township having pursuant to law, provided a fund for the furnishing of such fire and medical service; and

**WHEREAS**, the City is willing to provide fire and medical service to the Township through OFR and the Township agrees to purchase such service from the City by entering into an agreement containing the terms and conditions set forth herein.

**NOW, THEREFORE**, pursuant to Minnesota Law, it is hereby mutually agreed between the City and Township, as follows:

1. **Fire & Medical Service.** Township agrees to purchase from City, and City agrees to provide to Township, each of the following fire & medical-related services:

- Structural Firefighting
  - External Structural Firefighting
  - Interior Structural Firefighting
- General Firefighting
  - Vehicles & Equipment
  - Carbon Monoxide Calls
  - Other Non-Structural Firefighting
- Rescue
  - Vehicle & Equipment Extrication
  - General Search & Rescue
  - Confined Space Rescue
  - High Level Rescue
  - Water Rescue
  - Diving/Recovery
- Disaster Response
- General Medicals
- Level of Emergency Medical Response
- First Responder
- Hazardous Materials Response
- Level of Hazardous Materials Response
- First Responder, Awareness
- Emergency Medical Services
- Fire Scenes
- Rescue Scenes

a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually

The services indicated above are further explained, or limited, as follows:

a. **Allocation of Resources.** The parties understand the OFR officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the OFR under the circumstances of a given situation. Failure to provide medical services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this Agreement.

b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this agreement or for recalling assistance.

2. **Payments.** In consideration for the services extended by City to Township under this Agreement, Township shall compensate City as follows:

a. **Annual Payments.** During the term of this Agreement, Township agrees to make annual payments to the City in the amounts of \$14,300 in 2024, \$28,000 in 2025, \$29,960 in 2026 and 32,057 in 2027. Thereafter, Township agrees to increase its annual payment to the City in an amount equal to a 7% increase from each subsequent year's payment so long as this Agreement remains in effect. Such annual payments shall be due and payable on or before February 1<sup>st</sup> of each respective service year, with the exception of contract year 2024. Payment of the 2024 contract price shall be made not less than 30 days after this agreement is signed by both parties.

The annual payments for years 2025-2027 were calculated as follows. The total value of all expenses on OFR calls in year 2023 was divided by the total number of calls responded to by OFR, giving an average cost per call. The average cost per call was then multiplied by the number of calls responded to by OFR in the Township during 2023. Added to this amount was a proportional share of OFR equipment costs in 2023 for providing service to the Township, and then number was then rounded for simplicity. Each subsequent contract year represents a 7% increase in contract price. The City is not including 2024 in this calculation methodology, as services were provided to the Township prior to the execution of this Agreement and subsequent to the Township establishing a budget for 2024.

b. **Delinquency.** If the annual payment is received after February 1 of each contract year, it shall be considered delinquent, and shall accrue interest at a rate of 1% per month. The Township and party receiving medical service shall be liable for all collection costs incurred by the City including, but not limited to, reasonable attorney fees and court costs.

4. **Service Territory.** City shall provide medical services as indicated in this Agreement to the entirety of the Township, which shall constitute Township's Service Territory for the purposes of this Agreement.

5. **Term.** The initial term of this Agreement shall extend for a period beginning when both parties execute the same, and commencing until December 31, 2027, unless terminated earlier as provided herein, and upon the expiration of the initial term shall automatically renew for up to two additional terms of one year each unless written notice of termination is provided by either party to the other at least 60 days prior to expiration of the initial or first renewal term.

Renewals of this Agreement shall be delivered to Township by first class mail. Services for each year of this Agreement shall be terminated, in the event that the Township does not, by April 1 of each service year, make the applicable the annual payment to the City.

6. **Ownership.** City owns the buildings and equipment associated with the OFR and the amounts paid by Township do not give rise to any ownership interest in, or responsibility toward, those items.

7. **City's Responsibilities.** In addition to any other obligations described herein, City shall:

a. Authorize and direct the OFR to provide the medical services described herein to Township's Service Territory;

b. Maintain sufficient staffing to meet the reasonably foreseeable needs of the City and Township. The City will pay for all personnel and administrative costs (excluding Township's payments and contributions listed in Paragraph above) and training costs. The City retains control of OFR operations and personnel. Levels of staffing and the numbers of first responders dispatched to a call shall be determined at the sole discretion of the City's First Responders Director;

c. Develop a detailed annual operational budget for the first responders for each year during the term of this Agreement by the Anniversary Date and present it to Township along with sufficient information to explain the items included in the budget figures;

d. Upon Township's request, provide Township access to financial and cost data related to the OFR for five years prior to the current service year;

e. Promptly disclose to Township any information City can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

8. **Township's Responsibilities.** In addition to any other obligations described herein, Township shall:

a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually

provided if the Agreement is terminated early and any other charges and contributions as provided in this Agreement;

b. Present a budget and levy proposal to the Town electors at each annual Township meeting during the term of this Agreement seeking authority to levy funds as needed to make payments as provided in this Agreement; and

c. Promptly disclose to City any information Township can reasonably anticipate will directly affect its ability to perform its obligations under this Agreement.

It is understood and agreed Township shall have no responsibility whatsoever toward the emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Township has no responsibility, beyond paying the agreed upon payments as provided in this Agreement, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire and medical services described herein.

**9. Insurance Requirements.** City shall maintain general liability insurance for its services and shall include Township as an additional insured for the term of this Agreement and any extensions thereof. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain, automobile, and property insurance coverages. City shall provide Township proof of such insurance coverages upon demand of the Township. City shall also maintain workers' compensation coverage as required by law.

**10. Indemnification.** City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Township for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this Agreement for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Township, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Township and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Township for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

**11. Authorization.** The City and the Township warrant they have the appropriate statutory authority to undertake the obligations of this Agreement, that the persons signing this Agreement are authorized signatories for the entities represented, and that no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing

representation and warranty.

12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

13. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and Township and attached hereto.

14. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as City remains primarily responsible for providing medical services to Township's Service Territory.

15. **Termination.** This Agreement may be terminated at anytime during its term by either party or by mutual agreement of the parties, with or without cause. Either party may terminate this Agreement by serving by certified mail a 120-day written notice of termination on the other party. This Agreement shall terminate 120 days from the date on said written notice. Notwithstanding the prior provisions, if Township fails to pay for the service, charges and contributions as provided in this Agreement, City may terminate this agreement 60 days from the date of mailing by certified mail a written termination notice. Notice to City shall be served on the City administrator or City clerk if there is no City administrator, and notice to Township shall be served on the Township Clerk. In the event the City terminates after receiving annual payment from the Township under this Agreement, City shall remit to Township a prorated portion of the annual payment, prorated by dividing the amount of the annual payment by 365 and then multiplying the number of days remaining on the term of the contract year when termination occurs.

16. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties. If, despite the forgoing, a court of competent jurisdiction finds such a relationship exists, the City and the Township shall be considered a single governmental entity, as provided in Minnesota Statutes, Section 471.59, subd. 1a, for the purposes of determining total liability.

17. **Minnesota Law Governs.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

18. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective on the date indicated above.

**CITY OF ORONOCO**

Ryland Eichhorst, Its Mayor Date

Attest:  
Jason Baker, Its City Administrator Date

**TOWNSHIP OF ORONOCO**

Ken Mergen, Its Chairman Date

Attest:  
Jody Schroeder, It Township Clerk Date