

**City of Norwood Young America and Waconia Township
Fire Protection Contract**

THIS AGREEMENT, effective January 1, 2024, by and between the City of Norwood Young America, Carver County, Minnesota (hereinafter referred to as “the City”) and Waconia Township, Carver County, Minnesota (hereinafter referred to as “the Township”).

WITNESSETH:

WHEREAS, the Township desires to contract with the City for fire protection services (hereinafter referred to as “the Contracted Services”) within the Fire Service Area described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as “Fire Service Area”); and

WHEREAS, the City has the necessary equipment, trained manpower and facilities to provide the Contracted Services and is willing and able to provide such services to the Township on the terms and conditions contained herein; and

WHEREAS, the parties have agreed upon pricing of Contracted Services to the Township.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITION OF TERMS. For the purpose of this Agreement, the terms in this section shall have the following meanings:

- 1.1.** “Contract term” means the two (2) year term of this Agreement which Contracted Services will be rendered to the Township by the City, commencing January 1, 2024, and expiring December 31, 2025.
- 1.2.** “Contracted Services” means firefighting, fire suppression and fire prevention, emergency incident management, rescue, emergency medical services, and hazardous materials response.
- 1.3.** “Fire Department or Department” means the Norwood Young America Fire Department.
- 1.4.** “Units” means the number of Township properties fire protection is provided to by the Norwood Young America Fire Department.

2. AGREEMENT FOR SERVICE. During the term hereof, and during any extended or renewal term, the City agrees to maintain equipment and manpower capacity and capability necessary to provide fire protection services to the Township on the terms and conditions contained herein.

3. LEVEL OF SERVICE.

3.1. The Fire Department shall employ its best efforts to protect and save life and property from destruction by fire or medical emergency in the Fire Service Area. The parties understand and agree that the City will endeavor to reasonably provide the services contemplated herein, but the City makes no guarantees that the services it actually provides in a given situation will meet any particular standard or criteria. The City and its officers and employees shall not be liable to the Township or any other person for failure to furnish assistance under this Contract or for recalling such assistance.

3.2. All decisions concerning call priority shall be made in the sole discretion of the Fire Chief or other Department officer who may be in charge in the absence of the Fire Chief, and such decisions shall be final when exercised in good faith and upon a reasonable basis. FURTHER PROVIDED, nothing herein shall be construed to require the Department to respond to a call when all available equipment and personnel are responding to a previously reported call or when weather and road conditions are such that, in the discretion of the Fire Chief or other Department officer in charge, the call cannot be made with reasonable safety to officers, fire firefighters, and equipment. Failure to provide fire protection services because of poor weather or road conditions, or conditions beyond the City's control shall not be deemed a breach of this Contract.

3.3. The Fire Department shall provide mutual aid service to a call in any portion of the Township that is not within the Fire Service Area if service is requested by a fire department having primary responsibility in that portion of the Township; PROVIDED that such service shall be furnished as soon as reasonably possible without jeopardizing the City's ability to respond to a call for service in the City.

4. COST OF SERVICE. The annual cost of Contracted Services to the Township shall be as follows:

2024	\$160.00 per unit
2025	\$160.00 per unit

4.1 The Township shall participate in the cost of fire truck replacements. The Township shall be responsible for a portion of the replacement cost based on the number of its units as calculated and defined as a percentage of the overall total units (city and townships) served by the Fire Department.

4.2 The City shall annually obtain the number of Township units served from Carver County.

5. ADMINISTRATIVE RESPONSIBILITY

- 5.1. Contracted Services rendered to the Township pursuant to this Agreement shall be under the sole direction of the City, and the City shall have exclusive and complete control over the delivery and performance of Contracted Services.
- 5.2. The level of services rendered, standards of performance, hiring and discipline of personnel assigned, and all matters related to City policies, procedures, rules and regulations shall be consistent with historic levels of service provided by the City and shall remain solely within the control of the City.
- 5.3. Personnel assigned to provide Contracted Services hereunder shall be volunteer officer and firefighter members of the Norwood Young America Fire Department, which shall assume all obligations with respect to workers' compensation, Public Employee Retirement Association payment and benefits, withholding tax, and insurance for each Department member or volunteer firefighter. The Department and its members, employees, and agents shall be independent contractors and not employees of any Township, and the City shall be responsible for timely payments of all taxes, workers' compensation benefits, and compensation for injuries to its members, employees and agents while performing their duties. The Township shall not be required to provide any of the foregoing compensation or non-wage benefits or assume any other liability of employment to any employee or other person assigned to duty by the City within the Township.
- 5.4. Dispute resolution. Any disputes between parties to this Agreement concerning functions and services to be rendered hereunder or the level or manner of delivery and performance of such services shall be resolved, as may be possible, by the Fire Chief of the City and a duly authorized representative of the Township.
- 5.5. Annual report. The City shall provide an annual report to the Township to reflect the fire response calls in the Fire Service Area, and any other information that the Township may reasonably request.

6. TERM AND TERMINATION.

- 6.1. The term of this Agreement shall be two (2) years, commencing January 1, 2024, and terminating December 31, 2025.

7. MISCELLANEOUS.

- 7.1. Notice. Any notice required or permitted to be delivered in connection with this Agreement shall be in writing and may be given by certified mail, facsimile or electronic mail, hand delivery, or by overnight courier and shall be deemed to have been received: (a) if given by certified mail, return receipt requested, three (3) days after

date of deposit in the United States mail, postage prepaid; (b) if given by facsimile, electronic mail, or hand delivery, when such notice is received by the party to whom it is addressed; or (c) if given by overnight courier, when delivered. Notice shall be sent to the parties at the address set forth below; PROVIDED, that any party having a change of address shall provide such change of address within five (5) business days to the other parties:

If to the City:

**City of Norwood Young America
P.O. Box 59
310 Elm Street W.
Norwood Young America, MN 55368**

If to the Township:

**Waconia Township
Sue Goede
12777 102nd Street
Cologne, MN 55322**

- 7.2. Captions.** Captions and paragraph headings contained in this Agreement are for convenience of reference only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. All capitalized terms shall have the meanings ascribed to them in this Agreement.
- 7.3. Entire agreement.** This Agreement, together with exhibits hereto, constitutes the entire agreement between the parties, supersedes any prior or contemporaneous oral or written agreements regarding the subject matter hereof, and may not be amended or changed, nor any provision waived, except in writing by the parties.
- 7.4. Benefit and succession.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but may not be assigned without the written consent of the party or parties to be charged.
- 7.5. Severability.** If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement; PROVIDED, that the parties continue to realize the principal benefits of the transaction or rendering of services contemplated hereby.

7.6. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument, but each copy shall be deemed an original. Facsimile or electronic signatures shall be binding as if they were an original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the effective date hereinabove stated.

CITY OF NORWOOD YOUNG AMERICA

By: Carol Lagergren
Its Mayor

By: Andrea Dunrust
Its City Administrator

WACONIA TOWNSHIP

By: [Signature]
Its Chairman

By: Sue Goede
Its Clerk

EXHIBIT A

The Fire Service Area is defined as follows:

Sections 29, 30, 31, and 32.