

## **FIRST AMENDMENT TO AGREEMENT AND CONTRACT FOR FIRE PROTECTION**

**THIS FIRST AMENDMENT TO AGREEMENT AND CONTRACT FOR FIRE PROTECTION** (this “First Amendment”) is made and entered into this 14<sup>th</sup> day of April, 2025 by and between the City of Long Lake a municipal corporation of the County of Hennepin and State of Minnesota (“Long Lake”), the City of Orono, a municipal corporation of the County of Hennepin and State of Minnesota (“Orono”), and the City of Medina, a municipal corporation of the County of Hennepin and State of Minnesota (“Medina”), and modifies the terms of that certain Agreement and Contract for Fire Protection executed by the same parties and dated October 15, 2002. Long Lake, Orono, and Medina are sometimes collectively referred to herein as the “Contracting Cities” or each a “Contracting City.”

**WHEREAS**, the Contracting Cities have mutually entered into and remain bound by the terms of the Agreement and Contract for Fire Protection, and any subsequent addendums executed by the Contracting Cities and dated October 15, 2002 (the “Contract”) which expire on December 31, 2025; and

**WHEREAS**, the Contracting Cities have not entered into an agreement regarding fire services once the Contract expires on December 31, 2025; and

**WHEREAS**, pursuant to the terms of the Contract, Orono provided notice of an adjustment to its service area dated June 15, 2023, which took effect on July 1, 2024 (the “2024 Service Area Adjustment”), and which removed CAD zones 75F200 and 75F210 from the areas served by the Long Lake Fire Department (the “LLFD”) as delineated in the attached Exhibit A; and

**WHEREAS**, Orono desires to have the fire departments serving its community work together to provide responsive service to all residents, businesses and visitors to the community and further desires LLFD provide coverage to the areas removed via the 2024 Service Area Adjustment; and

**WHEREAS**, The Cities of Orono and Long Lake have agreed to negotiate a new Joint Powers Agreement (JPA), fire district, or other partnership arrangement to provide fire service coverage upon the expiration of the current agreement that establishes a new fire department by consolidating the OFD and LLFD; and

**WHEREAS**, the Contracting Cities desire to facilitate the expedient development of a long-term partnership agreement to deliver fire services to the Contracting Cities.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree to add terms to the Contract, as an addendum, as follows:

1. Provision of Fire Service Coverage

By this First Amendment, Orono formally requests and the other Contracting Cities agree as follows:

Orono will add LLFD to Hennepin County CAD Zones 65F200 and 65F210. These Hennepin County CAD Zones represent all areas removed from the LLFD service area via the 2024 Service Area Adjustment, specifically Hennepin County Dispatch CAD Zones 75F200 and 75F210, and as described and delineated in the attached Exhibit B, for all incident types, effective after the full execution of this First Amendment and upon subsequent written confirmation from Hennepin County Sheriff's Office Dispatch that the affected areas have been reprogrammed.

The Contracting Cities acknowledge that the 2025 LLFD operating budget was prepared without contemplation of the CAD Zones 65F200 and 65F210. Any increased operating expenses which result shall be paid for in accordance with the Cost Sharing Formula in Section 19 of the Contract.

Contracting Cities will add OFD to Hennepin County Dispatch for all CAD Zones within the current LLFD service area for all incident types in accordance with Exhibit B. Orono agrees not to charge the partner Contract Cities for any of the expenses associated with OFD's response.

2. Fire Service Operations

The Contracting Cities agree to the goal of achieving 'OFD/LLFD Joint Operations Procedures' as described in Exhibit C as a means of working together and transitioning to a consolidation of the two departments.

3. Development of Future Fire Services Agreement

The Contracting Cities agree to the terms set forth in the "Orono / Long Lake New Fire Service Contract Term Sheet", Exhibit D, and to immediately mutually commit to the development of a new, long-term Joint Powers Agreement (JPA), fire district, or other partnership arrangement to provide fire service coverage upon the expiration of the current agreement and that establishes a new fire department by consolidating the OFD and LLFD, and any other interested partners, as may be feasible. In order to appropriately budget fire service, the parties intend to execute a JPA by July 1<sup>st</sup> 2025. For the avoidance of doubt, until a JPA or fire district is executed the terms set forth in Exhibit D are nonbinding.

The Contracting Cities have identified January 1, 2026 as the intended effective date of such agreement.

4. Extension Right

To facilitate a fair and thorough negotiation and development process for a future fire services agreement, and to prepare for any potential delays in the intended process, the Contracting Cities agree that either Long Lake or Orono may, upon sixty days' written notice to the other Contracting Cities, elect to extend the termination date of the existing Contract to December 31, 2026. However, Long Lake or Orono may only exercise this extension option if the city has participated in good faith negotiation of terms for a future fire services JPA or fire district with all other willing Contracting Cities, through September 1, 2025. The Contract shall not be extended further without mutual agreement of the Contracting Cities except that it shall be automatically extended to the commencement date of a new fire services agreement in the event a fire service JPA or fire district agreement is reached between all the Contracting Cities and the effective date of such future agreement is after January 1 in the year the Contract is scheduled to expire. In the event the JPA or fire district is not fully executed by July 1, 2026, Orono is permitted to hire paid on-call firefighters, including Long Lake paid-on call firefighters.

The Contracting Cities agree that the LLFD budget for any extension period shall not exceed the budget approved by the Contracting Cities in the calendar year immediately preceding the extension, adjusted on a pro rata basis. Orono hereby agrees that Orono shall not reduce the size of its service area covered by the LLFD fire prior to the termination of the Contract, as amended by this First Amendment, absent mutual agreement of the Contracting Cities.

5. All Other Terms Remain in Effect

This First Amendment modifies the Contract exclusively as to the subject matter specifically addressed herein. All other terms of the Contract remain in full force and effect. In the event of any conflict between the Contract and this First Amendment, this First Amendment shall control.

6. Counterparts

This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

*[Signature page to follow]*

Approved by the Cities of Long Lake, Orono, and Medina on the date first written above.

**CITY OF LONG LAKE**

ATTEST

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY ADMINISTRATOR

**CITY OF ORONO**

ATTEST

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY ADMINISTRATOR

**CITY OF MEDINA**

ATTEST

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MAYOR

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CITY ADMINISTRATOR