

JOINT POWERS AGREEMENT TO PROVIDE FIRE SERVICES

THIS AGREEMENT (the “Agreement”) is initially made and entered into this ____ day of _____, 20____ by and between the City of St. Francis, a municipal corporation under the laws of the State of Minnesota (“St. Francis”), and the City of Bethel, a municipal corporation under the laws of the State of Minnesota (“Bethel”); (collectively hereinafter referred to as the “Parties”).

WHEREAS, the Parties hereto are each authorized by Minnesota Statutes, Section 412.221, Subdivision 17, to provide fire protection services to their residents; and

WHEREAS, the Parties have determined that it is mutually beneficial for them to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Parties, and specifically, the joint fire District to be created hereby will cooperatively address the Parties’ long-term needs for those fire services as defined herein below or as otherwise authorized by this Agreement; and

WHEREAS, the Parties have previously participated in mutual aid agreements that were successful in encouraging cooperation among the group, but said mutual aid agreements did not provide sufficient legal authority for the group to meet upcoming needs and desires; and

WHEREAS, St. Francis and Bethel respectively own firefighting/rescue equipment listed in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, St. Francis owns a fire station located at 3750 Bridge Street NW, St. Francis, MN (the “St. Francis Fire Station”), as well as the real property upon which the St. Francis Fire Station sits; and

WHEREAS, Bethel owns a fire station located at 139 Broadway Street NW, Bethel (the “Bethel Fire Station”), as well as the real property upon which the Bethel Fire Station sits; and

WHEREAS, St. Francis presently operates the St. Francis Fire Department with a staff of a fire chief, other fire officers and paid on call firefighters; and

WHEREAS, Bethel presently owns the Bethel Fire Department with a fire station and apparatus

WHEREAS, the creation of a joint power's agreement will meet the legal needs for the Parties to accomplish the purposes as set forth herein, including but not limited to interaction with the area fire services, Anoka County Sheriff’s Office and other private and public entities; and

WHEREAS, the Parties have determined that they are jointly able to provide better and more efficient fire services than individually, and that their powers under Minnesota Statutes may best be exercised jointly; and

WHEREAS, the Parties hereto desire to reach an agreement for joint administration, operation, ownership, and control of a joint fire District for the purposes contained herein; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly exercise any power common to them.

NOW THEREFORE, in consideration of the mutual promises and benefits that each Party shall derive from this Agreement, and other good and valuable consideration, the Parties agree as follows:

ARTICLE I NAME OF ORGANIZATION

The Parties do hereby establish a joint fire District to be called “TBD” (hereinafter the “District”).

ARTICLE II DEFINITIONS OF TERMS

For purposes of this Agreement, the terms in this Section shall have the meanings given them.

- A. “Fire Chief” means the individual selected by the Joint Powers Fire Board to act as administrator of the District and with the powers specified in this Agreement or as otherwise established by the Board.
- B. “Joint Powers Fire Board” or “Board” means the governing joint powers board established under this Agreement pursuant to Minnesota Statutes, Section 471.59 to operate and manage the District.
- C. “Board Member” means a member of the Joint Powers Fire Board appointed and serving pursuant to this Agreement.
- D. “City Council” means the governing body of the Governmental Unit that is a Party to this Agreement.
- E. “Governmental Unit” means a City or other entity as defined by Minnesota Statutes, Section 471.59, subd. 1.
- F. “Original Parties” means the City of St. Francis and the City of Bethel as the Governmental Units that have approved this Agreement at a duly noticed meeting of their City Councils and authorized and directed their respective authorized representatives to execute this Agreement thereby creating the District.
- G. “Later Party” means a Governmental Unit that subsequently approves this Agreement, or such other amended Agreement as required by the Board and authorized by the Original

Parties, at a duly noticed meeting of its governing body. and authorized and directed representatives thereof to execute the same thereby becoming Party to the Agreement at some time after the District was created by the Original Parties.

- H. "Party" means a Governmental Unit, which enters into this Agreement or such other amended Agreement as required by the Board and authorized by the Original Parties. Parties means more than one Governmental Unit to this Agreement.
- I. "Fire Services" means those services provided by the District, including but not limited to the following: fire code enforcement, fire suppression, fire protection, fire prevention, fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire investigation, fire and life safety public education, ALS/BLS ambulance, first responder rescue, hazardous materials response, emergency medical services (EMS), technical rescue and other fire and emergency related duties and functions customarily desired of a Fire District or as otherwise directed by the Board for the Parties within the fire services areas established herein.
- J. "Day" means a calendar day.

ARTICLE III MEMBERSHIP

Any other Governmental Unit adjacent to any of the Original Parties may become a Later Party to this Agreement or such other amended Agreement as required by the Board and authorized by the Original Parties upon consent of the Parties to this Agreement and in accordance with the process provided herein below.

ARTICLE IV PURPOSE

The general purpose of this Agreement is to create a joint powers organization governed by a joint powers board pursuant to Minnesota Statutes, Section 471.59, which shall provide Fire Services for the Parties within the fire services areas established herein.

ARTICLE V EFFECTIVE DATE, FIRE SERVICES COMMENCEMENT DATE, AND TERM

The effective date of this Agreement (the "Effective Date") shall be the date of the first meeting of the Board, which shall be 1 s r ___ day, November 2026__, except that Fire Services by the District shall not commence until 1 s t day, January____, 2027 (the "Fire Services Commencement Date"). The period from the Effective Date (____, 20__) until the Fire Services Commencement Date (December 31____, 2026__) shall serve as a transition period for the Board to, among other matters set up its organizational structure, adopt policies and procedures, and ensure any other appropriate administrative items are established or implemented. The above timeframe shall apply notwithstanding the dates of approval and execution of this Agreement by the Original Parties. This Agreement shall continue in full force and effect until it is terminated in a manner provided herein. Except as provided herein, the Fire Services Commencement Date is the date that

provisions of this Agreement shall be implemented in full transferring all Fire Services operations to the District, provided however, that the Original Parties hereto have adopted a resolution approving this Agreement and authorizing its execution, and the Agreement has been fully executed by the authorized representatives of the Original Parties.

ARTICLE VI ORGANIZATION AND GOVERNANCE

A Joint Powers Fire Board (hereinafter referred to as the "Board") is hereby created for the governance of the District and to facilitate the performance of this Agreement throughout its term. Such Board shall have the powers specifically given herein and shall have the power to make recommendations to the Parties to improve cooperation and efficiency in carrying out the intent of this Agreement and to make recommendations for amendments and supplements to this Agreement.

Subdivision 1. The Board shall consist of five members:

- a. Two members of the Board shall be appointed by the city council of each Original Party from its city council membership to serve on the Board until replaced by the respective city council of that Original Party. In order to stagger the term ending dates, in the first year of this Agreement, one member of each Original Party's city council shall be appointed to a one (1) year term; and one member of each city council shall be appointed to a two (2) year term. Thereafter, Board Member terms shall be two (2) years in duration, except that the term must coincide with the Board Member's term on the respective city council. The City Administrators of the Original Parties shall serve as ex-officio, non-voting members of the Board. Board members appointed under this clause a. must reside within the area served by the District. No employee, former employee or immediate relative of a current or former employee, full or part-time, of the District shall serve as a member of the Board.
- b. There shall also be One (1) At Large Board Member selected as follows:
 - i. The term for the At Large Board Member shall be two (2) years, except that the At Large Board Member may serve successive terms if reappointed by the Board.
 - ii. The At Large Board Member shall be one who is not a resident of, or employed by, any city that is a Party to this Agreement.
 - iii. The At Large Board Member shall not reside in the primary fire service area of the District.
 - iv. Applications to be the At Large Board Member will be requested by the Board at least one month prior to the end of the term of the current At Large Board Member. The current At Large Board Member may re-apply to serve successive terms on the Board. Advertisements for applications to be the At Large Board Member shall be made by the Board in the manner prescribed by the Board.
 - v. From the applications received, the Board shall compile a list of applicants to interview, which list shall not exceed five individuals. Interviews shall be thereafter conducted by the Board with the At Large Board Member chosen by a majority vote of the other existing Board Members. The outgoing At Large Board Member may participate and vote on the new At Large Board Member, unless the outgoing

At Large Board Member is seeking to serve a successive term.

- vi. In the event of a tie in the vote of the Board Members such that they do not appoint an At Large Board Member by majority vote, the appointment of the At Large Board Member shall be as follows:
 - i. The two Board Members from each respective Original Party city will appoint one other individual who is not an elected official of either city, an appointed member of any commission or employed by either City.
 - ii. The selection of these two additional individuals shall occur within 15 days of the Board's vote on the matter, which resulted in a tie vote.
 - iii. The two individuals so appointed shall thereafter be charged with selecting the At Large Board Member from the list of finalists interviewed by the Board.
 - iv. The selection process by the additional two individuals shall occur within 30 days following the date the second individual was selected.
 - v. The individual At Large Board Member applicant selected by this process will be appointed as the At Large Board Member without further action by the Board and shall commence duties as the At Large Board Member at the next duly noticed meeting of the Board.
- vii. In the event that the two selected individuals are unable or unwilling to agree on the appointment of the At Large Board Member pursuant to the above process within the time specified herein, the Board shall, within 10 days thereof, make a written request to the Chief Judge of the District Court that the Chief Judge appoint the At Large Board Member from the list of finalists interviewed.

Subdivision 2. Board Members must attend a minimum of 75% of the Board meetings. Failure to maintain this attendance requirement will require the appropriate City Council to make another appointment to the Board or another appointment of the At Large Board Member in accordance with the above process. If desired by the appropriate City Council, the same individual may be reappointed, and the At Large Board Member may serve successive terms as provided herein above.

Subdivision 3. Board Members shall be compensated in a fixed amount determined during the annual budgeting process

Subdivision 4. Each Board Member may serve a maximum of three terms with the ability to be appointed to a fourth term with a 75% majority vote of current Board Members.

ARTICLE VII

EXECUTION OF AGREEMENT, MEETINGS, AND ELECTION OF OFFICERS

Subdivision 1. Each Party shall execute this Agreement through its proper officials by authority conferred by the respective City Council following a duly noticed meeting thereof. The City Administrator of each Party shall file an executed copy of this Agreement and a certified copy of the respective City Council authorization with each of the other Parties.

Subdivision 2. The Board shall hold regular meetings at least once in each month for the first year of its existence with the time and place of the regular meetings of the Board to be determined by the Board. After the first year, the Board will meet at least quarterly in each calendar year as determined by the Board. The Board shall establish a list of regular meeting dates and times each year for approval at the first meeting of the Board each calendar year. The purpose of the regular meetings of the Board shall be to approve expenditures, review services and exercise the powers and duties enumerated in this Agreement. Each Board Member shall have one vote. Proxy voting by Board Members is not permitted. Special meetings shall be held at the call of any Board member, the Fire Chief, or the Board's designated administrative representative, upon three days' notice to all Board Members, except in the case of an emergency meeting, which shall be noticed as provided in applicable law. All meetings of the Board are subject to the notice requirements contained in the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D. A quorum for the purposes of conducting Board business at a noticed meeting shall consist of one Board Member from each Original Party and any one other Board Member. Procedures of the Board shall be governed by Robert's Rules of Order, and the Board may adopt other rules of procedure and bylaws not inconsistent with this Agreement or applicable law.

Subdivision 3. The officers of the Board shall consist of a Chairperson, Vice-Chairperson, and Secretary chosen by the Board Members. The Chairperson shall act as the presiding officer at all Board meetings and the Vice-Chair shall act in the absence of the Chairperson. During the first year covered by this Agreement, the positions of Chairperson and Vice-Chairperson shall be held by Board Members representing each of the Original Parties. Said officers shall alternate between representatives of each city in each succeeding year.

Subdivision 4. For the first year of this Agreement the position of Chairperson shall be held by one of the Board Members appointed by the City of St. Francis and the position of Vice-Chairperson shall be held by one of the Board Members appointed by the City of Bethel.

Subdivision 5. There shall be a joint meeting of the City Councils of the Original Parties to this Agreement held once per year for the remainder of this Agreement.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD

Subdivision 1. The powers and duties of the Board shall include the powers set forth in this Section and all incidental powers reasonably necessary to carry out the purposes of this Agreement.

Subdivision 2. The Board shall have, and is hereby given, all powers, duties and functions enumerated in this Agreement and provided by law, and all such further powers necessary to carry

out the intent and purposes of the District as set out in this Agreement, including but not limited to, all the following:

- a. To direct the administration of the affairs of the District;
- b. To make recommendations to the governing bodies of the Parties relating to the District;
- c. To submit a proposed annual District budget to the governing body of each Party before June 30 in each year;
- d. To approve an administrative/organization structure;
- e. To establish and execute operating and capital improvement budgets;
- f. To receive and disburse funds, purchase and sell equipment, and fund all operations of the District;
- g. To enter into fire service contracts and mutual aid agreements with neighboring governmental units as necessary to carry out the functions and operations of the District;
- h. To comply with all public laws applicable to the Parties individually, including but not limited to, the Minnesota Open Meeting Law, Minnesota Government Data Practices Act, and the Minnesota Uniform Municipal Contracting Law;
- i. To contract with consultants, including but not limited to, accountants, auditors, fiscal agents, engineers, architects, and legal counsel or other services professionals as it determines is necessary and convenient;
- j. To manage, own, lease and operate equipment, vehicles and facilities and buildings;
- k. To perform those functions necessary for protection of the public as authorized by law;
- l. To allocate costs to service recipients and make all operational and Fire Services decisions;
- m. To approve policies and procedures and safety regulations for operations and Fire Services;
- n. To insure and indemnify the District, the Parties, the Board and employees;
- o. To cause reports, plans, studies, and recommendations to be prepared;
- p. To consider applications from additional local units of government for membership in the District and to become a Party to this Agreement or such other amended Agreement as required by the Board and authorized by the Original Parties;
- q. To adopt bylaws, rules, employee policies, guidelines, and regulations for employees and the operation of the District and its vehicles, equipment, facilities and buildings;
- r. To annually establish and update a capital improvement program/finance plan (including an equipment replacement schedule of not less than ten (10) years' duration);
- s. To purchase or lease land and fire trucks/fire apparatus, and to cause the construction of buildings to implement the purposes of the District, except that any purchase or lease of land, fire trucks/fire apparatus having a cumulative cost in excess \$50,000, or construction or major renovations with a cumulative cost in excess of \$50,000 of a building or facility must be approved by all of the Parties respective governing bodies. The authority herein shall be subject to the terms and conditions of any leases for buildings, equipment or fire vehicles/apparatus between the District and the Original Parties;

- t. To lease or purchase equipment (including capital equipment) and supplies necessary for the proper operation, care, maintenance, and preservation of the District. The authority herein shall be subject to the terms and conditions of an leases for buildings, equipment or fire vehicles/apparatus between the District and the Original Parties;
- u. To incur debt, as allowed by law, and approve financial obligations of the District, subject to prior approval thereof by all of the Parties respective governing bodies;
- v. To acquire, operate, maintain, replace, and dispose of District vehicles, equipment, and supplies as may be deemed expedient in carrying out the purposes of this Agreement and providing Fire Services. The authority herein shall be subject to the terms and conditions of an leases for buildings, equipment or fire vehicles/apparatus between the District and the Original Parties;
- w. To provide a firefighters' pension benefit through the voluntary statewide volunteer firefighter retirement fund under Minnesota Statutes, Chapter 353G for eligible employees of the District and to make such contributions to the fund as required by law;
- x. To exercise such other powers of the District as are necessary to carryout, and that are consistent with, the purposes of this Agreement and applicable law;
- y. To establish qualifications and duties for the position of Fire Chief and all other District employees in consultation with the Fire Chief;
- z. To provide office space, equipment and supplies necessary to accomplish the duties and responsibilities of Fire Services and emergency management within the boundaries of the Parties;
- aa. To enforce the ordinances of the Parties and laws of the State of Minnesota and to provide for emergency management within the boundaries of the Parties;
- bb. To make a financial accounting and report to the Parties at least quarterly each year;
- cc. To make available to the Parties all of its books, reports, and records for examination by the Parties at all reasonable times;
- dd. To accumulate reasonable reserve funds for the purposes as herein provided and to invest funds not currently needed for its operations in a manner consistent with the laws of the state of Minnesota applicable to the respective Parties;
- ee. To collect monies from Parties subject to this Agreement and manage and account for the same;
- ff. To recommend changes in this Agreement to the Parties, which shall be effective only upon Agreement of all the governing bodies of the Parties;
- gg. To exercise general supervision over Fire Services and emergency management for the Parties;
- ii. To obtain property, workers compensation, errors and omissions, and other liability insurance policies on behalf of itself and all Parties consistent with Minnesota law and sufficient to cover claims arising from the operation of the District, its vehicles and equipment, and the actions of the Board Members and all employees within the scope of their employment; and
- jj. To be responsible for the management of all funds designated in the annual operating budget for the District and the funds designated as contingency funds.

ARTICLE IX FINANCIAL MATTERS

Subdivision 1. Except as otherwise provided herein, District funds may be expended by the Board in accordance with procedures established by law for the expenditure of funds by Minnesota cities. Orders, checks and drafts shall be signed by at least two authorized persons, who shall be designated by resolution of the Board. Other legal instruments of the Board shall be executed by the Chairperson and the Secretary as designated by the Board.

Subdivision 2. As Original Parties, the City of St. Francis shall contribute and the City of Bethel shall contribute \$_____ to a fire fund managed by the Board (the “fire fund”) for payment of the cost of Fire Services in the budget year of 20__.

Subdivision 3. Beginning in 20__, the percentage of contribution of each Party to the fire fund for purposes of funding the annual District budget for Fire Services shall be based on percentage funding formula contained in Exhibit B. The percentage of contribution may be revised only if all Parties agree to said changes, but such percentage of contribution shall be reviewed each year in setting the annual budget and shall be adjusted based on the most current population numbers for the Parties from the State Demographer.

Subdivision 4. The District shall follow all current MN State Statutes applicable to the purchasing process including, but not limited to, the ability to purchase items from various joint purchasing agreements. The Cities may issue bonds to provide funding for Capital items

ARTICLE X BUDGET AND JOINT FIRE FUND

Subdivision 1. Prior to June 30 in each year, the governing body of each Party shall act to approve or disapprove the District budget submitted by the Board for the next calendar year. If either of the two governing bodies of the Original Parties do not approve the Board’s recommended budget, then the Parties shall forthwith convene a meeting of the two city councils to consider the matter. Until the new budget is approved by both Original Parties, continuing District expenditures shall be in accord with the last approved budget plus 5%.

Subdivision 2. On the first business day of January, April, July, and October of each year, each Party shall pay to a joint fire fund an amount equal to one quarter of that Party’s share of the annual District budget. The fund shall be administered by the Board or by the Fiscal Agent as designated by the Board. Funds paid therefrom shall be approved by the Board as provided in this Agreement.

Subdivision 3. Interest accruing to the fire fund shall become part of the fire fund and be used towards the District annual budget. Funds on hand at year end shall be reserved and separately accounted for and dedicated for future fire equipment and capital replacement or purchases.

Subdivision 4. The Board shall prepare and submit to the City Administrator/Mayor of each Party a written quarterly financial report of the Board’s revenues and expenditures for the prior quarter and current fiscal year.

Subdivision 5. Fees and payments from all fire contracts and other services rendered shall be deposited into the fire fund upon receipt. Fees and payments for fire contracts and other services rendered shall be estimated for the following budget year before the annual assessment for each governmental unit is computed.

Subdivision 6. Annual Audit. The Board shall cause to be made an annual, independent, financial audit of the books and records of the District, consistent with the requirements of the State Auditor and in accordance with Generally Accepted Accounting Principles (GAAP), and shall submit such annual audit report to the Parties within four (4) months after the end of each fiscal year (January 1-December 31). The audit shall be conducted by a qualified, independent CPA firm and shall include a review of the District internal and financial control environment as required by current professional auditing standards.

Subdivision 7. Annual Report. The Board will submit an annual fire District/fire services report by July 1 to the governing bodies of the Parties. The report shall include, at minimum, the following:

- a. Budget and actual for the current year of all revenues and expenditures for all operations;
- b. Budget projections for the following 2 years;
- c. Income statement and balance sheet for the current year and the previous 2 years;
- d. Description of fire services provided;
- e. Description of present vehicles and facilities and potential needs;
- f. Fire calls by type;
- g. Response times;
- h. Organization chart;
- i. List of employees and number of employees;
- j. Number of firefighters responding;
- k. Summary of Insurance Services Organization (ISO) scoring and rating; and
- l. Such other information as deemed necessary or relevant to District operations.

Subdivision 8. Fiscal Agent. The City of St. Francis shall be designated as the Fiscal Agent (the "Fiscal Agent") to provide budgeting, recordkeeping, and accounting services necessary or convenient for the operations of the District. The Fiscal Agent shall provide services including, but not limited to, the following:

- a. Management of all District funds, including Party contributions and grant monies;
- b. Assist in preparation of budgets and audits; and
- c. Keep and maintain all financial records.

Subdivision 9. It is agreed that continuity of fire protection services constitutes a top priority for the allocation of the Cities' financial resources. In the event of any annual revenue shortfall in one or more of the Cities, it is agreed that the District operating budget may be reduced on the same basis as budgets for other services involved in exercise of the safety services of the Cities; provided that (i) the District's basic financial needs will be met by the Cities and (ii) the application of any operating budget reductions will be determined by the District

ARTICLE XI

ORIGINAL PARTY INVENTORY OF EXISTING REAL PROPERTY, EQUIPMENT AND PERSONAL PROPERTY

Subdivision 1. Any real property, equipment, fire apparatus, fire vehicles, or other items

of personal property purchased or in the possession of a Party prior to the Fire Services Commencement Date, shall be donated to the district. An inventory of the property owned by each Party is attached hereto and incorporated herein by reference as Exhibit A.

Subdivision 2. After the Fire Services Commencement Date, all equipment or capital items purchased by the Board with fire funds designated for the District shall be the property of the District.

Subdivision 3. On the Fire Services Commencement Date, the equipment, fire apparatus/vehicles, personal property and other items listed in Exhibit A shall be donated to the District for use in District operations. Termination or withdrawal shall be as otherwise provided in this Agreement with respect to division/disposition of assets.

ARTICLE XII OWNERSHIP OF JOINT EQUIPMENT

The Original Parties shall acquire an undivided interest in any equipment jointly purchased by the Board after the Fire Services Commencement Date in proportion to the amount that each Party has contributed to the cost. A master District inventory of all newly purchased items will be maintained by the District. The inventory will indicate a description of the item, identification or serial numbers, fire District inventory number, the year of purchase, and the total cost of the item. When jointly purchased equipment is traded or sold, the trade-in value or sale price will be credited back to the fire fund for use in equipment purchases. In case of dissolution, the division of assets shall be as provided in this Agreement. Title to equipment and vehicles purchased by the District with fire funds shall be held by the District.

ARTICLE XIII REAL ESTATE (LAND AND BUILDINGS)

Subdivision 1. St. Francis owns a fire station and land upon which it sits located at 3750 Bridge Street NW, St. Francis (the “St. Francis Fire Station”), which prior to the establishment of the District was used by the City of St. Francis Fire Department.

Subdivision 2. Bethel owns a fire station and land upon which it sits located at 139 Broadway Street NW, Bethel (the “Bethel Fire Station”), which prior to the establishment of the District was used by the City of Bethel Fire Department.

Subdivision 3. St. Francis shall donate the use of the St. Francis Fire Station and the real property upon which it is located (the “St. Francis Station”) to the District, effective as of the Fire Services Commencement Date, for the purpose of supporting the operations and services of the District. The District shall be responsible for the financial costs and management of any maintenance, alterations, or improvements

Subdivision 4. Bethel shall donate the use of the Bethel Fire Station and the real property upon which it is located (the “Bethel Station”) to the District, effective as of the Fire Services Commencement Date, for the purpose of supporting the operations and services of the District. The District shall be responsible for the financial costs and management of any maintenance, alterations, or improvements to the Bethel Station

Subdivision 5. All new joint buildings and land may be owned and to the extent permitted by law, financed by the District, unless the Parties determine otherwise. The cost of new or

upgraded facilities must be approved by all the Parties to this Agreement. The District shall be responsible for managing and overseeing the construction of any new joint buildings, including compliance with the requirements of the Uniform Municipal Contracting Law for competitive bidding, as applicable.

ARTICLE XIV USE OF EQUIPMENT

Subdivision 1. District equipment shall be used as follows:

- a. Within the jurisdiction of the Parties.
- b. In areas adjacent to the jurisdiction of the Parties where a fire may spread into them.
- c. In areas served by a Fire Services contract between the /District and another governmental unit.
- d. To assist neighboring fire Districts as may be agreed upon a reciprocal agreement mutual aid agreement between the District and another governmental unit.
- e. To assist with an emergency to areas outside the Parties jurisdictions of Fire Services contract areas pursuant to Minnesota Statutes, Chapter 12 or when, in the opinion of the Fire Chief, or his or her designated representative, such assistance is necessary for the immediate public safety or for humanitarian reasons. Such assistance must be requested by the governmental body affected or by the fire District of the affected governmental unit.

ARTICLE XV TERMINATION, WITHDRAWAL AND DISSOLUTION

Subdivision 1. Termination. This Agreement shall terminate and the District thereby dissolved upon the occurrence of any one of the following events, whichever occurs first:

- a. When the Parties, by written agreement approved by the governing bodies of each Party, or when the Parties constituting a majority of the Parties hereto if the number of Parties is greater than two, agree to dissolve the District and terminate this Agreement. A termination of this Agreement under this mechanism shall not be effective for at least 60 months from its approval by the Parties, unless an earlier termination date is approved by the Parties.
- b. In the event there are only two Parties to this Agreement, when one Party files a written notice of withdrawal with the other Party. A termination of this Agreement under this mechanism shall not be effective for at least 60 months from the date of notice from the withdrawing Party, unless an earlier termination date is approved by the Parties.
- c. When necessitated by the operation of law or as a result of a decision by a court of competent jurisdiction.
- d. When necessitated based upon the failure to obtain the necessary funding from the Parties or grant funding from the State of Minnesota and/or the United States federal government.

Subdivision 2. Effect of Termination/Dissolution of District. Upon termination of this Agreement, the District shall be dissolved, and the Board shall provide for the distribution of all of the District's funds and assets in the following manner:

- a. The Board may decide to sell and liquidate all non-monetary District assets prior to distribution that are not otherwise owned by a Party individually. Upon dissolution, the Parties will have 120 days to agree upon a division of the assets of the District among themselves. The remaining property jointly acquired by the District shall be sold for a reasonable price on competitive bids and the proceeds divided among the owners in

proportion to their contribution to the purchase. The Parties may be bidders at any such sale.

- b. Any and all personal property used by the District and owned by a Party shall be returned to that Party upon dissolution.
- c. Any remaining funds and assets shall be divided and distributed to the Parties in proportion to the percentage of annual contribution of funds by the Party to the District at the time of dissolution.

Subdivision 3. Termination shall not act to discharge any liability incurred by the District or the Parties during the term of this Agreement. Such liability shall continue until discharged by law, this Agreement or any other agreement.

Subdivision 4. If the Parties do not agree on the fair market value of a non-liquid asset, the District may submit the item to a professional appraiser, whose written opinion of the fair market value shall be conclusive.

Subdivision 5. Withdrawal of a Party. A Party may withdraw from this Agreement by providing at least sixty 60 months prior written notice of its intent to withdraw to the other Parties. Withdrawal shall not act to discharge any liability incurred by the Party prior to withdrawal. Such liability shall continue until discharged by law or agreement of the remaining Parties. If a Party withdraws from the District, and the remaining Parties decide to continue the operations of the District under the terms of this Agreement, including any amendment(s) thereto to change the allocation formula, the withdrawing Party shall be entitled to distribution under this and the remaining Parties shall pay the withdrawing Party for its interest in the District's assets and funds in proportion to the percentage of annual contribution of funds by the Party to the District at the time of withdrawal. If the Parties do not agree on the fair market value of a non-liquid asset, the District may submit the item to a professional appraiser, whose written opinion of the fair market value shall be conclusive. The distribution to the withdrawing Party shall be reduced by the amount of unfunded liabilities or unpaid expenses as of the end of said fiscal year, unless the withdrawing Party assumes responsibility to pay such unfunded liabilities or unpaid expenses. If the withdrawing Party wishes to sell its share, the remaining Party or Parties shall have the right to purchase said share at its current value before it is offered to any other potential purchaser and in any case shall have a right of first refusal at a price equal to that offered by the selling Party by any third party.

Subdivision 6. Any party desiring to withdraw from the district shall pay all legal fees for the withdrawing party and the District. A legal fee escrow amount of \$10,000 shall be paid by the withdrawing party at the start of the withdrawal process. These funds shall be held by the fiscal agent and identified as such.

Subdivision 7. Withdrawals may be accomplished by the Party filing notice with the Secretary of the Board.

Subdivision 8. Term and Renewability. This contract shall replace all previous fire protection service contracts between the respective Cities. The term of this contract shall be for ten (10) years from _____ to _____. The contract shall be effective upon execution and shall be automatically renewed for successive 10-year periods on the same terms and conditions

contained herein unless either party gives a six-month written notice to terminate this contract or renegotiate any portion thereof within the last year of any 10-year increment of this contract. In the event the term of this contract expires prior to the execution of a subsequent contract and during the time in which negotiations between the parties are proceeding there shall be a 90-day grace period commencing on the date of such expiration during which this contract shall continue in full force and effect.

ARTICLE XVI

EMPLOYEES AND OTHER DUTIES, OBLIGATIONS AND AUTHORITY

Subdivision 1. The Board shall ensure the continuance of a strong District and fire service.

Subdivision 2. On the Fire Services Commencement Date, all employees of the City of St. Francis Fire Department as of _____, 20 shall become employees of the District, except for employees that either stated that they are voluntarily resigning from employment with the City of St. Francis Fire Department on such date or do not take the normal and reasonable steps to effectuate their employment with the District as specified by the Board.

The Board shall act on or after the Effective Date, but prior to the Fire Services Commencement Date, to effectuate appointment of said employees to the District in order that the same are employees of the District upon the Fire Services Commencement Date. The District shall be solely responsible for all aspects of appointing individuals upon the Effective Date and for all aspects related to employment of such individuals upon the Fire Services Commencement Date, including but not limited to compensation, benefits and collective bargaining.

Subdivision 3. Rules, Policies and Procedures. The Board must, in a reasonable time following the Effective Date, but prior to the Fire Services Commencement Date, adopt rules, policies, procedures, bylaws and regulations governing operation, management, District structure, personnel administration and all other like matters related to the District and its employees and operations.

Subdivision 4. It shall be the duty and responsibility of the Fire Chief, unless otherwise designated by the Board, to communicate directly with the respective City Councils of the Parties. If a Party deems it necessary to receive direction on any matter, the Fire Chief, unless otherwise designated by the Board, shall attend, or direct a District employee to attend, one City Council meeting per quarter.

Subdivision 5. The District shall enforce and shall be provided authority to enforce state and federal laws and the ordinances of the Parties to this Agreement in the provision of the Fire Services through proper action of the City Council of said Parties, as applicable.

Subdivision 6. The Board shall manage the District and Fire Services contemplated by this Agreement for the District. Upon the Fire Services Commencement Date, the Board shall assume and be responsible for workers' compensation, P.E.R.A., withholding tax, insurance, fringe benefits, social security and all other employer obligations for District employees as may be applicable. The City of Bethel and the City of St. Francis each waive their respective rights to make a claim against the other or District arising out of workers compensation issues involving District employees upon the Fire Services Commencement Date.

Subdivision 7. The method of operation shall be determined by the District including, but not limited to, (i) apparatus response appropriate to each type of incident or condition; (ii) emergency or routine response; (iii) manning strength per station; (iv) location of apparatus; (v) fire dispatching procedures and protocols; (vi) membership in various fire-related associations; (vii) fire fighter training procedures; and (viii) all other activities usually associated with a Fire District.

Subdivision 8. The District shall enter into an employment agreement with the City of St. Francis. Additional TBD.

ARTICLE XVII ALLOCATION OF RESOURCES

The Parties recognize that occasions will arise on which demand for fire services outlined in this Agreement will exceed the resources available for provision of such fire services. In such circumstances, the District shall use its best judgment to prioritize the delivery of fire services. The District shall have complete discretion in prioritizing the delivery of fire services pursuant to this Agreement.

ARTICLE XVIII LIABILITY AND INDEMNIFICATION

Subdivision 1. The District is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The District shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to all of the protections of Minnesota Statutes, Chapter 466.

Subdivision 2. The District shall hold harmless, defend and indemnify the Parties, and their officers, employees, agents, and volunteers, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the acts or omissions of the District in carrying out the terms of this Agreement. The District's duty to indemnify will be limited to its applicable insurance coverage and does not constitute, or shall be construed as, a waiver by either the District or any or all Parties of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. The District's obligation under this section shall survive the termination of this Agreement.

Subdivision 3. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties any amounts more than the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any other Party. The limits of liability for some or all the Parties may not be added together to determine the maximum amount of liability for any Party. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Subdivision 4. To the fullest extent permitted by law, this Agreement and all actions and activities carried out hereunder are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they, together with the District, shall be deemed a "single

governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of another Party. The Parties to this Agreement are not liable for the acts or omissions of another Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Parties. In addition to the foregoing, nothing herein shall be construed to waive or limit any exemption or immunity from, or limitation on, liability available to the Parties, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

Subdivision 5. In the event that it is determined, by Court Order or by agreement of all Parties, that an excess or uninsured liability is the responsibility of all Parties, such excess or uninsured liability shall be borne by the Parties in proportion to their population. This does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith. If a Party has procured or extended insurance coverage pursuant to Minn. Stat. §§ 466.06 or 471.981 more than the limits on governmental liability under section 466.04, subdivision 1, covering participation in this Agreement, the procurement of that insurance constitutes a waiver of the limits of governmental liability for that governmental unit only to the extent that valid and collectable insurance or self-insurance, including, where applicable, proceeds from the Minnesota Guarantee Fund, exceeds those limits and covers that Party’s liability for the claim, if any.

ARTICLE XIX INSURANCE

Subdivision 1. The District shall obtain and maintain at all times during the term of this Agreement commercial general liability (CGL), directors and officers, public officials errors and omissions, property insurance for contents and mobile and miscellaneous equipment, property, and auto insurance and such other insurance as it or the Parties deem necessary for the District to fully indemnify the District, the Board, and the Parties for actions or omissions of the District, the Board, and the Parties arising out of this Agreement as well as for employees, vehicles, personal property, facilities and buildings, except as otherwise provide in this Agreement.

Subdivision 2. The level of insurance maintained for each identified category provided herein shall include insurance coverage equal to or greater than the maximum municipal liability limit contained in the Minnesota Tort Claims Act, Minnesota Statutes, section 466.04. The CGL policy shall contain a general aggregate limit not less than \$4,000,000 or the maximum municipal liability limit contained in the Minnesota Tort Claims Act, Minnesota Statutes, section 466.04, whichever is greater. Additionally, the Organization shall maintain workers’ compensation coverage for its employees equal to the statutory limits. Each Member shall be named as an additional insured on the Organization’s insurance.

ARTICLE XX NEW MEMBERS

Subdivision 1. Another governmental unit may be added to this Agreement upon the unanimous approval of all the governing bodies of the Parties and any such amendments to this Agreement as the Parties determine necessary. If approved, the rights and obligations of the new party shall be set forth in a writing amending this Agreement and the new Party shall be fully obligated and bound by the terms of this Agreement as amended. The new party shall pay an

upfront fee in escrow of \$5,000 to cover all reasonable legal fees for developing and executing the new agreement. Any funds remaining in the escrow account after execution of the agreement will be applied to the next annual budget cycle as a credit. If a new party removes itself from the agreement process at any time, the escrow amount expended shall not be refunded. The new Party, based upon a duly adopted resolution of its governing body, shall execute the amended Agreement and file it with the District. A new Party shall not be compensated for any equipment donated to the District. A new Party shall not have an interest in any assets upon withdrawal or dissolution until the new Party has been a member of the District for a period of ten (10) continuous years.

Subdivision 2. A new Party shall donate equipment, vehicles, real property, facilities, or other assets to the District upon joining. All donations shall be transferred by the new Party to the District free and clear of all liens and encumbrances and must be accompanied by all necessary documentation of ownership and transfer, including deeds, titles, or bills of sale. The District shall not provide financial compensation, reimbursement, or credit for any donated assets, and such donations shall become the sole property of the District.

A new Party shall not acquire an interest in the assets of the District upon joining. No ownership rights, equity interest, or right to proceeds upon withdrawal or dissolution shall vest in the new Party unless and until the new Party has remained a member in good standing of the District for a period of ten (10) continuous years following the effective date of its membership.

Subdivision 3. If a new party desires to join the District and the new party has no assets, the Board has the discretion to evaluate the new party and determine required fees/costs to enter into the JPA. Generally, the buy in for a new entity will be three times the annual budget amount as determined by the annual formula with the new entity calculated into the formula. The buy in amount will be deposited into the Capital Fund.

ARTICLE XXI

VOLUNTARY STATEWIDE VOLUNTEER FIREFIGHTER RETIREMENT FUND

Subdivision 1. Both St. Francis and Bethel prior to the Effective Date hereof participated in the voluntary statewide volunteer firefighter retirement fund under Minnesota Statutes, Chapter 353G. The District on the Fire Services Commencement Date shall continue to participate in the same and shall be responsible for supporting and funding the same, including any underfunded amount in accordance with applicable law. The District shall contact PERA regarding this organizational change immediately following the Effective Date for implementation upon Fire Services' Commencement Date and take all actions necessary to make such a change to allow existing and new employees of the District to be eligible for participation.

Subdivision 2. The Parties agree to contribute to the voluntary statewide volunteer firefighter retirement fund annually through the District's budget and Party contribution process. The amount paid by each Party for the voluntary statewide volunteer firefighter retirement fund shall be in proportion to each Party's annual contribution to the District. The voluntary statewide volunteer firefighter retirement fund is a separate and independent organization apart from the District. It is up to the voluntary statewide volunteer firefighter retirement fund to manage its accounts and allow pension benefit changes as appropriate under governing law.

ARTICLE XXII

DISPUTE RESOLUTION AND MEDIATION

Subdivision 1. Good Faith Negotiation. In the event a dispute arises between the Parties or between a Party and the District concerning the interpretation, application, or performance of any provision of this Agreement, the Parties shall first make a good faith effort to resolve the dispute through direct negotiation between designated representatives of the Parties and/or the District. Such negotiation shall occur within thirty (30) days after written notice of the dispute is delivered to the non-notifying Party or the District, as applicable.

Subdivision 2. Mediation Requirement. If the dispute is not resolved through direct negotiation within sixty (60) days of the initial written notice, the Parties agree to submit the matter to non-binding mediation before an independent, neutral third-party mediator mutually selected by the Parties. If the Parties cannot agree on a mediator, a mediator shall be appointed by the Chief Judge of the Tenth Judicial District of Minnesota upon application by any Party.

Subdivision 3. Cost of Mediation. The cost of mediation shall be shared equally among the Parties participating in the mediation unless otherwise agreed. Each Party shall bear its own costs for legal representation, expert witnesses, and other associated costs.

Subdivision 4. Preservation of Rights. Participation in mediation shall not be construed as a waiver of any legal rights or remedies available to the Parties. If mediation is unsuccessful, the Parties may pursue all available legal remedies.

Subdivision 5. Exceptions. Nothing in this section shall prevent a Party from seeking injunctive or other equitable relief in a court of competent jurisdiction if such relief is necessary to prevent irreparable harm pending the outcome of the mediation process.

ARTICLE XXIII

AMENDMENTS TO AGREEMENT

Subdivision 1. Amendment Authority. This Agreement may be amended only upon written agreement executed by all Parties through duly authorized action of their respective governing bodies, as provided in Article XXII.

Subdivision 2. Subject Matter Limitation. Each amendment shall address only the specific subject matter proposed for modification. No amendment shall be construed to revise, affect, or alter any other provision, section, or article of this Agreement beyond the clearly identified and stated scope of the amendment. Unrelated provisions or multiple subject matters shall not be combined within a single amendment.

Subdivision 3. Notice and Review. The proposing Party or the Board shall provide written notice of any proposed amendment to all Parties and the Board at least thirty (30) calendar days prior to any vote or formal action. The notice must clearly identify the specific section(s) to be amended and the full text of the proposed changes. The Board shall issue a report and recommendation regarding the proposed amendment within sixty (60) calendar days of receipt of notice.

Subdivision 4. No Implied Amendments. No action, inaction, or agreement by any Party or the Board shall be deemed to constitute an amendment to this Agreement unless expressly adopted in writing as an amendment in accordance with this Article.

ARTICLE XXIV GENERAL TERMS

The following general terms shall apply to this Agreement:

- a. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. Authorized Signatories. The Parties each represent and warrant to the others that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.
- c. Notices. The Party's representatives for notification for all purposes are:

To City of St. Francis:
City Administrator
City of St. Francis
3750 Bridge Street
NW
St. Francis MN 55792

To City of Bethel: City
Mayor
City of Bethel
PO Box 64
Bethel, MN 55005

- d. Assignment. This Agreement may not be assigned by a Party without the written consent of the others.
- e. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of all of the Parties hereto. The Board or any Party may propose amendments to this Agreement. The Party seeking to amend shall present the proposed amendment to the other Parties and the Board, as applicable. The Board shall issue a report on all proposed amendments and its recommendation regarding the proposed amendment. Parties shall act to approve, modify or deny a proposed amendment within ninety (90) days after the Board issues its report concerning the proposed amendment.

- f. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the District and involve transactions relating to this Agreement.
- g. Governing Law. This Agreement shall be deemed to have been made and accepted in Anoka County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- h. Compliance with Laws. The District shall be responsible for compliance with all Federal and State regulations, standards and requirements. The District shall at all times be in compliance with such equipment, employees and training standards as may be required by law.
- i. Dispute Resolution. The Parties agree to engage in good faith to attempt to resolve any disputes that may arise over the establishment, operation, or maintenance of the District.
- j. Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- k. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- l. Entire Agreement. These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this
- m. Agreement. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- n. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Parties arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- o. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

- p. Duration of Agreement. This Agreement shall remain in effect for a term of ten (10) years, auto renewing at the end of each ten (10) year period.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned governmental units, by action of their respective governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

CITY OF BETHEL

BY: _____
 , Its Mayor

Date _____

BY: _____
 , Its City Clerk

Date _____

STATE OF MINNESOTA)
) ss.
 COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, respectively the Mayor and City Clerk of the City of Bethel, a Minnesota municipal corporation, on behalf of the municipal corporation and pursuant to the authority granted by its City Council.

Notary Public

CITY OF ST. FRANCIS

BY: _____ Date _____
 , Its Mayor

BY: _____ Date _____, Its City Administrator

STATE OF MINNESOTA)
) ss.
 COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, respectively the Mayor and City Administrator of the City of St. Francis, a Minnesota municipal corporation, on behalf of the municipal corporation and pursuant to the authority granted by its City Council.

 Notary Public

EXHIBIT A**Inventory of Equipment, Fire Apparatus/Vehicles and Personal Property**

TBD

DRAFT

EXHIBIT B**FUNDING FORMULA****Tax Capacity and Population**

Combines elements of rolling three-year tax capacity and call volume-based funding in algebraic formula $A.C. = (A.P. + A.V.) / 2 \times (O.C. - O.R.)$

AC = Annual Cost

AP = Annual Population (Met Council Population for Prior Year)

AV = The percentage that the Assessed Valuation (unadjusted tax capacity) of each city to the total Assessed Valuation (unadjusted tax capacity) to both cities Anoka County Tax Capacity for Prior Year

OC = Operational cost as approved by the cities

OR = Budgeted Non-City Revenues to include only other contract funds.