

**ANOKA COUNTY FIRE PROTECTION COUNCIL
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 2014, by and between the following governmental entities: the Cities of Anoka, Champlin, Andover, Bethel, Centerville, Lino Lakes, Circle Pines, Coon Rapids, Columbia Heights, East Bethel, Fridley, Ham Lake, Hilltop, Lexington, Nowthen, Oak Grove, Ramsey, St. Francis, Spring Lake Park, Blaine, Mounds View, and the Township of Linwood; (hereinafter "Members").

WHEREAS, the Members 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 Members. Specifically, Anoka County Fire Protection Council (hereinafter "ACFPC") will cooperatively address the Members' long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials; and

WHEREAS, the Members 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, the creation of a joint powers agreement will meet the legal needs for the Members to accomplish the goals as set forth herein, including interaction with the Anoka County Joint Law Enforcement Council and other private and public entities; and

WHEREAS, each of the Members have considered the alternatives, and agree that creation of this Agreement is in the Member's best interest; and

WHEREAS, the Members enter into this Agreement pursuant to the authority set forth in Minn. Stat. § 471.59;

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

ARTICLE I
Definitions

In the interpretation of this Agreement and the Bylaws, the following definitions shall have the meanings given to them.

- (1) “Aggregate Index” or “AI” means
 - a. The total number of Calls for Service experienced by all Members in the preceding five (5) calendar years, divided by five (5), plus
 - b. Assessed Market Value for all Members, divided by 1,000,000, plus
 - c. Population for all Members, divided by 100.
- (2) “Agreement” shall mean this Joint Powers Agreement between and among the Members as defined herein.
- (3) “Anoka County Fire Protection Council” or “ACFPC” is the name of the cooperative joint powers entity created by this Agreement.
- (4) “Assessed Market Value” or “AMV” means the statistic established and maintained by the County Assessor for all of the real property in a given municipality.
- (5) “Call for Service” means the dispatching of any fire department or emergency personnel in response to an incident.
- (6) “Director” means an individual who is also a member of the ACFPC Joint Powers Board (i.e., a Fire Chief or an Elected Official) who, with the other ACFPC Directors acting through the process of voting, has the responsibility for determining and implementing the business and affairs of ACFPC.
- (7) “Joint Powers Board” means the collective group of Directors that is legally responsible for governing the cooperative joint powers entity created by this Agreement. ACFPC’s Joint Powers Board is composed of (2) joint decision-making bodies: A.) Fire Chief Directors, who are responsible for the day-to-day operations and programmatic decisions of ACFPC that do not constitute “Major Financial Decisions;” and B.) Elected Official Directors, who are responsible for “Major Financial Decisions” of ACFPC. Together, the Joint Powers Board shall jointly exercise the powers and duties as stated in this Agreement as they deem is in the best interests of ACFPC.
- (8) “Major Financial Decisions” means an expenditure totaling fifty thousand dollars (\$50,000) or more, and shall require prior approval by the elected officials’ decision-making body.

(9) “Member(s)” shall mean the following government entities:

- City of Andover
- City of Anoka
- City of Bethel
- City of Blaine
- City of Centerville
- City of Champlin
- City of Circle Pines
- City of Columbia Heights
- City of Coon Rapids
- City of East Bethel
- City of Fridley
- City of Ham Lake
- City of Hilltop
- City of Lexington
- City of Lino Lakes
- City of Mounds View
- City of Nowthen
- City of Oak Grove
- City of Ramsey
- City of Spring Lake Park
- City of St. Francis
- Township of Linwood

(10) “Member Index” or “MI” means

- a. The total number of Calls for Service experienced by the Member in the preceding five (5) calendar years, divided by five (5), plus
- b. Assessed Market Value for the Member, divided by 1,000,000, plus
- c. Population for the Member, divided by 100.

(11) “Officer” means an individual who is also an ACFPC Director and a fire service professional, who is further entrusted with specific responsibilities and authority within ACFPC to perform the duties and functions of Chairman, Vice Chairman, Treasurer, and/or Secretary as set forth in the Bylaws.

(12) “Population” means the most recent population estimate for a given municipality as developed by the Twin Cities Area Metropolitan Council.

ARTICLE II

Purpose

The purpose of this Joint Powers Entity is to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Members. Specifically, ACFPC will cooperatively address the Members' long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials.

ARTICLE III

Effective Date & Term

The effective date of this Agreement shall be _____, 2014, notwithstanding the dates of the signatures of the parties, and shall continue in full force and effect unless and until the Members agree to its termination, as set forth herein.

ARTICLE IV

Powers & Duties

The Joint Powers Entity created by this Agreement shall have all the powers and duties assigned by law, including the following:

(1) Powers:

- a. The Members hereby delegate to ACFPC all authority necessary and reasonable to accomplish the purposes of this Agreement, including, but not limited to, the ability to obtain grant monies, finance, develop, design, construct, equip, own, staff, and operate any Member-approved programs in accordance with the terms of this Agreement.
- b. ACFPC may take and hold, by bequest, devise, gift, grant, purchase, lease or otherwise, any property, real, personal or mixed or any undivided interest therein, without limitation to amount or value; to convey, sell, or otherwise dispose of such property; and to invest, reinvest, and deal with the same in such a manner as in the judgment of the Members, will best promote the purposes of ACFPC.
- c. ACFPC may employ such staff as is necessary to carry out the purpose of this

Agreement, subject to the financial limitations imposed by law and this agreement.

- d. ACFPC may contract with individuals and/or other legal entities (corporations, LLCs, partnerships, etc.) to best promote the purposes of the Agreement.
- e. ACFPC may issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of this Agreement.
- f. In addition to the powers specified above, ACFPC shall have all powers that may be necessary to enable it to perform and carry out its duties and responsibilities under this Agreement.

(2) Service to the community shall be unrestricted based on considerations of disability, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation, and status with regard to public assistance.

(3) Duties:

- a. ACFPC shall operate in accordance with Minnesota open meetings laws and government data practices pursuant to Minn. Stat. Chapters 13 and 13D.
- b. ACFPC shall operate in accordance with Minnesota joint powers board laws pursuant to Minn. Stat. § 471.59.
- c. ACFPC shall operate in accordance with all other relevant laws, rules, and internal documents, including its Bylaws. In the event ACFPC's Bylaws conflict with this Agreement, this Agreement shall control.

ARTICLE V

Composition & Operations

5.1 Composition. The ACFPC Joint Powers Board shall have the following composition of two (2) joint decision-making bodies:

- (1) Fire Chief Directors – For day-to-day operations and programmatic decisions of ACFPC that do not constitute “Major Financial Decisions”:
 - a. Each City/Township Member shall be represented by its Fire Chief, or the Fire Chief's designee in the Fire Chief's absence.
 - b. One (1) vote per fire department shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent

(75%) of the cumulative weight of all the Members is required for passage of all items.

- c. The Fire Chiefs shall meet at least quarterly to assure proper governance and adequate programming.

(2) Elected Official Directors – For “Major Financial Decisions” of ACFPC:

- a. Each City/Township Member shall be represented by one (1) of its elected officials, or the official’s alternate in the official’s absence.
- b. One (1) vote per City/Township Member shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
- c. The elected officials shall meet at least annually, to approve the ACFPC budget and ensure proper fiscal accountability. Additional periodic meetings may be necessary as required.

5.2 Operations. ACFPC shall have operating and governance procedures as set forth in its Bylaws.

ARTICLE VI

Member Expense Allocations & Fees

6.1 Calculation. A Member’s percentage share of the annual expenses of the ACFPC will be equal to the Member Index divided by the Aggregate Index.

6.2 Cost-share Model. For the calendar year beginning in the year 2015, the Member percentages shall be based on data from calendar year 2013, as displayed on the cost-share model attached as *Exhibit B*. *Exhibit B* will also serve as an example of the computation methodology. The data for subsequent calendar years shall be assembled by the ACFPC’s Executive Committee for use in annually updating Member expense allocations.

6.3 Annual Fee. Each Member shall pay an annual fee as well as pay its percentage share of ACFPC’s annual expenses. The Joint Powers Board shall determine the annual fee and all other fees and/or assessments owed by Members, and these fees may be changed from time to time. The Joint Powers Board shall publish the annual fees on a regular basis to all Members and prospective Members. “Good standing” and continued voting privileges are contingent upon being current on payment of fees and/or assessments. Failure to pay a fee or assessment shall subject Members to loss of voting rights and/or termination unless special arrangements are made with ACFPC.

ARTICLE VII

Withdrawal and Termination

7.1 Withdrawal.

A Member may withdraw from ACFPC effective January 1 of any year, subsequent to the Effective Date, by providing a minimum of one (1) year's written notice to the Chair of ACFPC. In the event of withdrawal by any Member, this Agreement shall remain in full force and effect as to all remaining Members and the cost-share model attached as *Exhibit B* shall be amended.

7.2 Termination of the Agreement.

This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) When any Member withdraws pursuant to this Article, so that in the judgment of the remaining Members, as evidenced by a vote of both the Fire Chief Directors and the Elected Official Directors, it becomes impractical or impossible to continue.
- (2) When necessitated by operation of law, or as a result of a decision by a court of competent jurisdiction;
- (3) When the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors, to terminate the Agreement;

7.3 Expulsion of a Member.

If a Member fails to perform any material obligation as required by this Agreement, the Bylaws, or applicable law, then ACFPC may, upon sixty (60) days' written notice and continued nonperformance, expel such non-performing Member.

7.4 Effect of Termination or Withdrawal.

Termination, withdrawal, or expulsion shall not discharge any liability incurred by any of the Members prior to the date of termination, withdrawal, or expulsion. Termination, withdrawal, or expulsion of a Member shall not act to discharge any liability incurred or chargeable to said Member prior to the date of said Member's termination, withdrawal, or expulsion. Liability shall continue until appropriately discharged by law or mutual agreement. If a Member withdraws or is expelled, its contributions of real property, personal property, and/or liquid assets shall be forfeited to ACFPC for its continued use.

7.5 Distribution of Assets upon Termination.

Upon termination of this Agreement, any and all real and personal assets shall be sold, and, after payment of all liabilities, surplus monies returned to the Members in proportion to their contributions, to be used for public purposes.

ARTICLE VIII
Amendment

This Agreement may be amended when the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors. Notice of any proposed amendment shall be provided to all participating Members at least thirty (30) days prior to the effective date of the proposed amendment.

ARTICLE IX
Liability and Insurance

9.1 Insurance.

ACFPC is a separate and distinct public entity. As such, ACFPC shall purchase and maintain adequate insurance to protect the entity and its participant Members against risk of loss for the following, which includes, but is not limited to:

- (1) Damage to any ACFPC property, personal and/or real, as well as any improvements located thereon against claims that may arise during the construction, operation, use, or maintenance of any ACFPC property;
- (2) Against claims which may arise from the regular activities of ACFPC as contemplated by the purposes of this Agreement;
- (3) Against unemployment and workers compensation, if ACFPC hires employees;
- (4) Against claims which may arise based on the good-faith actions of the Joint Powers Board and its Officers;
- (5) Against any other risk of loss that, in the judgment of the Members, will best promote the purposes of ACFPC.

9.2 Liability.

Each Member shall be responsible for its own acts and those of its elected officials, employees, agents, independent contractors and the results thereof, and shall not be responsible for the acts of any other Member, its elected officials, employees, agents, or independent contractors and the results thereof, except as otherwise provided in this Agreement. Claims, liabilities, obligations, losses, expenses (including insurance premiums as well as reasonable attorney and other professional fees), judgments and costs paid or incurred by ACFPC (which arise out of its performance or failure to perform its duties under this Agreement), to the extent not covered by insurance proceeds or a self-insurance risk pool, shall be included in the annual operating budget for the next calendar year. Amounts included in the

annual operating budget under this section shall be pro-rated so that the total costs passed through to the Members do not exceed ten percent (10%) of the annual operating budget.

9.3 Indemnification.

ACFPC shall defend and indemnify its own officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees, arising out of their good-faith actions carrying out the terms of this Agreement. Moreover, ACFPC shall defend and indemnify its participating Members and their officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees, arising out of their good-faith actions carrying out the terms of this Agreement.

All requests for indemnification by ACFPC shall be presented to the Joint Powers Board, and the Members shall determine whether the request should be granted or denied based on all of the relevant facts and circumstances as well as what best will promote the purposes of ACFPC. Nothing contained herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Member 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.

Nothing contained herein shall be deemed a waiver by any Member of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought against any Member shall be subject the maximum liability limits provided in Minnesota Statutes, Section 466.04.

To the fullest extent permitted by law, action by the Members to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for purposes of liability as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a), provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. Members are not liable for the acts or omissions of another Member except to the extent that they have agreed in writing to be responsible for the acts or omissions of the other Members.

Any excess or uninsured liability shall be borne equally by all Members, but 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.

ARTICLE X Property

A list of equipment and/or personal property as set forth in *Exhibit C* is currently owned by ACFPC. Any equipment and/or personal property contributed by a Member after the Effective Date shall be set forth in a separate writing and shall be attached hereto as *Exhibit D*.

Upon termination of this Agreement, ACFPC shall follow the distribution provision in Article 6.5 of this Agreement.

ARTICLE XI General Provisions

11.1 Entire Agreement.

This Agreement contains the entire agreement of the Members and shall supersede all oral and written agreements as well as negotiations by the Members relating to the subject matter of this Agreement.

11.2 Severability.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such provision shall be void and shall not affect the remaining portions of this Agreement.

11.3 Notice.

All notices and communications required pursuant to this Agreement shall be either hand delivered or mailed by U.S. Mail, to the following addresses:

City of Andover	Fire Chief 1685 Crosstown Blvd NW Andover, Minnesota 55304 763-755-9825
City of Anoka	Fire Chief 2015 First Avenue North Anoka, Minnesota 55303 763-576-2860
City of Bethel	Fire Chief 165 Main Street NW Bethel, Minnesota 55005 763-434-4366
City of Blaine	Fire Chief 10801 Town Square Drive NE, Blaine, Minnesota 55449 763-786-4436

City of Centerville	Fire Chief 2085 West Cedar Street Centerville, MN 55038 651-792-7901
City of Champlin	Fire Chief 11955 Champlin Drive Champlin, Minnesota 55316 763-576-2860
City of Circle Pines	Fire Chief 200 Civic Heights Circle Circle Pines, MN 55014 651-792-7901
City of Columbia Heights	Fire Chief 590—40th Avenue NE Columbia Heights, Minnesota 55421 763-706-8152
City of Coon Rapids	Fire Chief 11155 Robinson Drive NW Coon Rapids, Minnesota 763-767-6471
City of East Bethel	Fire Chief 2241—221st Avenue NE East Bethel, Minnesota 55011 763-367-7886
City of Fridley	Fire Chief 6431 University Avenue NE Fridley, Minnesota 55432 763-572-3610
City of Ham Lake	Fire Chief 15544 Central Avenue NE Ham Lake, Minnesota 55304 763-434-9555
City of Hilltop	Fire Chief 4555 Jackson Street NE Minneapolis, MN 55421 763-706-8152

City of Lexington	Fire Chief 9180 Lexington Avenue NE Lexington, Minnesota 55014 763-784-2792
City of Lino Lakes	Fire Chief 600 Town Center Parkway Lino Lakes, MN 55014 651-792-7901
City of Mounds View	Fire Chief 2401 Highway 10 Mounds View, MN 55112 763-786-4436
City of Nowthen	Fire Chief 8188 199th Ave NW Nowthen, MN 55330 763-433-9886
City of Oak Grove	Fire Chief 19900 Nightingale Street NW Oak Grove, MN 55011 763-404-7000
City of Ramsey	Fire Chief 7550 Sunwood Drive NW Ramsey, Minnesota 55303 763-433-9886
City of Spring Lake Park	Fire Chief 1301 81st Avenue NE Spring Lake Park, Minnesota 55432 763-786-4436
City of St. Francis	Fire Chief 23340 Cree Street NW St. Francis, Minnesota 55070 763-441-4452
Township of Linwood	Fire Chief 22817 Typo Creek Drive NE Stacy, Minnesota 55079 651-462-0502

The addressees listed in this section shall be the registered address of the Members for purposes of sending and receiving notices and communications required pursuant to this Agreement. Any Member may change its registered address and/or authorized representative by written notice delivered to the ACFPA Secretary and all other Members. Mailed notice shall be deemed complete two (2) business days after the date of mailing.

11.4 Members Form a Governing Joint Powers Board.

For the purposes of the Agreement, the Members shall collectively form a Joint Powers Board, which shall govern the entity. The Members shall not be deemed to be independent contractors nor employees of ACFPC; rather, Members shall be deemed to be governing participants. Any and all agents, servants, employees, or independent contractors of a Member remains an employee or independent contractor of the Member, and shall not be considered an employee or independent contractor of any other Member for any purpose. This paragraph shall not prohibit an employee or independent contractor of any Member from contracting with ACFPC to provide services outside their normal engagements.

11.5 Damages.

In the event of a Member's failure to perform obligations under this Agreement, that Member shall be liable to the other parties for any and all damages reasonably sustained by the other Member as a result of such failure. ACFPC shall attempt to first mediate all internal disputes and Members are strongly encouraged to engage in binding arbitration instead of litigation.

11.6 Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of one remedy shall not bar other remedies available to the Member.

11.7 Waiver of Default.

The waiver of any default by any Member, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by any Member with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

11.8 Subcontracts, Assignment.

A Member may not subcontract, assign, or otherwise transfer its rights or obligations under this Agreement to any other entity – public or private.

11.9 Successors. Each Member binds itself and its successors, legal representatives, and assigns to the other Members and to the partners, successors, legal representatives, and assigns of such other Members, in respect to all rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

CITY OF ANOKA

By: _____
Phil Rice, Mayor

Dated: _____

ATTEST:

By: _____
Tim Cruikshank, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Scott Baumgartner, City Attorney

Dated: _____

CITY OF ANDOVER

By: _____
Mike Gamache, Mayor

Dated: _____

ATTEST:

By: _____
Jim Dickinson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Scott Baumgartner, City Attorney

Dated: _____

CITY OF CHAMPLIN

By: _____
ArMand Nelson, Mayor

Dated: _____

ATTEST:

By: _____
Bret Heitkamp, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Scott Lepak, City Attorney

Dated: _____

CITY OF BETHEL

By: _____
Todd Miller, Mayor

Dated: _____

ATTEST:

By: _____
Ginger Berg, City Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
William Goodrich, City Attorney

Dated: _____

CITY OF BLAINE

By: _____
Tom Ryan, Mayor

Dated: _____

ATTEST:

By: _____
Clark Arneson, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Patrick Sweeney, City Attorney

Dated: _____

CITY OF CENTERVILLE

By: _____
Thomas Wilharber, Mayor

Dated: _____

ATTEST:

By: _____
Dallas Larson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kurt Glaser, City Attorney

Dated: _____

CITY OF COLUMBIA HEIGHTS

By: _____
Gary Peterson, Mayor

Dated: _____

ATTEST:

By: _____
Walt Fehst, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Scott Lepak, City Attorney

Dated: _____

CITY OF CIRCLE PINES

By: _____
David Bartholomay, Mayor

Dated: _____

ATTEST:

By: _____
James Keinath, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kim Kozar, City Attorney

Dated: _____

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

Dated: _____

ATTEST:

By: _____
Steve Gatlin, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
David Brodie, City Attorney

Dated: _____

CITY OF FRIDLEY

By: _____
Scott Lund, Mayor

Dated: _____

ATTEST:

By: _____
Wally Wysopal, City Manager

Dated: _____

Approved as to Form and Execution:

By: _____
Darcy Erickson, City Attorney

Dated: _____

CITY OF EAST BETHEL

By: _____
Richard Lawrence, Mayor

Dated: _____

ATTEST:

By: _____
Jack Davis, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Mark Vierling, City Attorney

Dated: _____

CITY OF HAM LAKE

By: _____
Mike Van Kirk, Mayor

Dated: _____

ATTEST:

By: _____
Doris Nivala, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Wilbur Dorn, City Attorney

Dated: _____

CITY OF HILLTOP

By: Jerry Murphy
Jerry Murphy, Mayor

Dated: 12-01-14

ATTEST:

By: Ruth J. Nelson
Ruth J. Nelson, City Clerk

Dated: 12-01-14

Approved as to Form and Execution:

By: Carl J. Newquist
Carl J. Newquist, City Attorney

Dated: 12-01-14

CITY OF LINO LAKES

By: _____
Jeff Reinert, Mayor

Dated: _____

ATTEST:

By: _____
Jeff Karlson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Joseph Langel, City Attorney

Dated: _____

CITY OF LEXINGTON

By: _____
Michael Pitchford, Mayor

Dated: _____

ATTEST:

By: _____
Bill Petracek, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kurt Glaser, City Attorney

Dated: _____

TOWNSHIP OF LINWOOD

By: _____
Phillip Osterhus, Chair, Board
of Supervisors

Dated: _____

ATTEST:

By: _____
Judy Hanna, Town Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
Michael Haag, City Attorney

Dated: _____

CITY OF MOUNDS VIEW

By: _____
Joe Flaherty, Mayor

Dated: _____

ATTEST:

By: _____
James Ericson, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Robert Vose, City Attorney

Dated: _____

CITY OF OAK GROVE

By: _____
Mark Korin, Mayor

Dated: _____

ATTEST:

By: _____
Rick Juba, City Administrator

Approved as to Form and Execution:

By: _____
Robert Vose, City Attorney

CITY OF NOWTHEN

By: _____
William Schulz, Mayor

Dated: _____

ATTEST:

By: _____
Corrie LaDoucer, City Clerk

Dated: _____

Approved as to Form and Execution:

By: _____
Robert Ruppe, City Attorney

Dated: _____

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

Dated: _____

ATTEST:

By: _____
Kurt Ulrich, City Administrator

Approved as to Form and Execution:

By: _____
Joseph Langel, City Attorney

CITY OF SPRING LAKE PARK

By: _____
Cindy Hansen, Mayor

Dated: _____

ATTEST:

By: _____
Daniel Buchholtz, City Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Jeffrey Carson, City Attorney

Dated: _____

CITY OF ST. FRANCIS

By: _____
Jerry Tveit, Mayor

Dated: _____

ATTEST:

By: _____
Matthew Hylan, City Administrator

Dated: _____

Approved as to Form and Execution

By: _____
Scott Lepak, City Attorney

Dated: _____

EXHIBIT A - BYLAWS

Bylaws of Anoka County Fire Protection Council

Article I – Name

Section 1. Name. The name of the joint powers entity shall be Anoka County Fire Protection Council (hereinafter “ACFPC”).

Article II – Location

Section 1. Registered Office. The registered office of ACFPC is Spring Lake Park Fire Dept., Inc., 1710 County Hwy 10, Spring Lake Park, MN 55432. The corporate records shall be stored at ACFPC’s registered office.

Section 2. Mailing Address. ACFPC’s mailing address is Spring Lake Park Fire Dept., Inc., 1710 County Hwy 10, Spring Lake Park, MN 55432.

Section 3. Other Offices. ACFPC may maintain other offices and places of business as the Board may from time to time designate or the business of the ACFPC may require.

Article III – Purpose

Section 1. Purpose. The purpose of this Joint Powers Entity is to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Members. Specifically, ACFPC will cooperatively address the Members’ long term needs for fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire prevention, fire inspection, fire-related public education, and other fire- and emergency-related essentials.

Section 2. Mission. ACFPC shall strive to:

- A. Improve safety conditions for ACFPC Members’ firefighters;
- B. Promote fire safety through education, inspections, investigations, and general protection of its Members’ citizens;
- C. Exchange ideas among ACFPC Members in areas related to all aspects of fire and emergency services;
- D. Enhance overall communications between and among ACFPC Members;

Exhibit A

- E. Strive to provide to the Members' communities the best overall fire and emergency services that can be jointly made available;
- F. Serve in an advisory capacity to the Members on matters related to fire and emergency services;
- G. Serve as an appropriate representative of firefighting and emergency services within Anoka County;
- H. Coordinate efforts for the mutual exchange of equipment and services among ACFPC Members;
- I. Provide appropriate training through the Anoka County Training Academy for ACFPC Members' firefighters;
- J. Participate in the creation and on-going management of the Records Management and Computer Aided Dispatch Systems for ACFPC Members;
- K. Establish and maintain cooperative relationships with Joint Law Enforcement Council and other government agencies; and
- L. Enter into contracts, agreements, and transactions for the benefit of all ACFPC Members.

Article IV – Membership

Section 1. Membership. Membership shall consist of the participating Members of the Joint Powers Agreement, as defined in said Agreement.

Article V – Joint Powers Board

Section 1. Number and Qualifications. The ACFPC Joint Powers Board shall have the following composition of two (2) joint decision-making bodies:

- A. Fire Chief Directors – For day-to-day operations and programmatic decisions of ACFPC that do not constitute “Major Financial Decisions”:
 - 1. Each City/Township Member shall be represented by its Fire Chief, or the Fire Chief's designee in the Fire Chief's absence.
 - 2. One (1) vote per fire department shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
 - 3. The Fire Chiefs shall meet at least quarterly to assure proper governance and adequate programming.

Exhibit A

- B. Elected Official Directors – For “Major Financial Decisions” of ACFPC:
1. Each City/Township Member shall be represented by one (1) of its elected officials, or the official’s alternate in the official’s absence.
 2. One (1) vote per City/Township Member shall be counted when voting. Moreover, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.
 3. The elected officials shall meet at least annually, to approve the ACFPC budget and ensure proper fiscal accountability. Additional periodic meetings may be necessary as required.

Section 2. Governing Powers. Pursuant to the Joint Powers Agreement and Minn. Stat. § 471.59, the Joint Powers Board shall have all the duties and powers necessary and appropriate for the overall direction of ACFPC, including but not limited to:

- A. To perform any and all duties imposed upon them collectively or individually by law, by the Joint Powers Agreement, the Bylaws, and/or the Policies & Procedures;
- B. To appoint and remove, employ and discharge, and, except otherwise provided in these Bylaws, prescribe the duties and fix compensation, if any, of all Officers, agents, employees, independent contractors, and/or committees of ACFPC; to prescribe powers and duties for them; and to fix their compensation;
- C. To manage and oversee the affairs and activities of ACFPC, and to make policies and procedures;
- D. To enter into contracts, leases, and other agreements which are, in the judgment of the Joint Powers Board, necessary or desirable in obtaining the purposes of promoting the interests of ACFPC;
- E. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of such property;
- F. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities;
- G. To indemnify and maintain insurance on behalf of any of ACFPC, its Directors, Officers, agents, employees, or independent contractors, for liability asserted against the entity or incurred by such person in such capacity or arising out of such person’s status as such, subject to the provisions of Minn. Stat. § 471.59 or other law/equity; and

Exhibit A

H. To follow these Bylaws, including meeting regularly.

The Joint Powers Board may engage in such acts that are in the best interests of ACFPC and that are not in violation of Minnesota Statutes or Federal law. No Director shall have any right, title, or interest in or to any property of ACFPC.

Section 3. Terms. Because both decision-making bodies composing the Joint Powers Board serve *ex officio*, there are no terms.

Section 4. Election Procedures. Because both decision-making bodies composing the Joint Powers Board serve *ex officio*, there are no election procedures.

Section 5. Resignation, Termination, Leaves, and Absences.

- A. A Director may resign or request a leave of absence at any time by giving written notice to the Secretary of ACFPC. The resignation or request for leave of absence is effective immediately without acceptance, unless a later effective time is specified in the notice. If a resignation is effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- B. A Director on leave shall be considered an inactive member of the Joint Powers Board. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- C. Any Director may be removed for just cause, including excess unexcused absences, by an affirmative vote of the remaining Directors within the specific Director group (i.e., Fire Chiefs or Elected Officials). At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.
- D. The matter of removal may be acted upon at any meeting of the Board, provided that notice of the intention to consider a Director's removal has been given to each Director and to the Director affected at least thirty (30) days in advance of the meeting. A successive Director may then be elected to fill the vacancy thus created. Any Director whose removal will be proposed shall be given at least thirty (30) days notice of the intent to take such action and an opportunity to be heard at this meeting.

Exhibit A

Section 6. Vacancies. If a Member's representative is removed or resigns, the City/Township he/she represents must nominate another qualifying representative to serve on ACFPC's Board. At no time shall any participating Member go unrepresented or have fewer than one (1) representative amongst the Fire Chief Directors as well as one (1) representative amongst the Elected Official Directors.

Section 7. Compensation. No compensation shall be paid to Directors of ACFPC for their services, time, and efforts. Directors, however, may be reimbursed for necessary and reasonable actual expenses incurred in the performance of their duties.

Section 8. Open Meetings and Government Data. Pursuant to Minn. Stat. Chapters 13 and 13D, all meetings, including executive sessions, must be open to the public when required or permitted by law to transact public business in a meeting, and records of those meetings must be recorded and made available to the public upon reasonable request. The minutes of meetings shall record all votes taken at the meeting, including the vote of each Board Member on appropriations of money, except for payments of judgments and amounts fixed by statute. Government data must also be made available to the public upon reasonable request. The Board may close a meeting only under circumstances allowed or required by the Minnesota Open Meeting Law.

Section 9. Public Comment at Meetings. A minimum of fifteen (15) minutes shall be reserved at each Board of Director meeting for comments and requests for business to be brought before the Board by employees, volunteers, and/or interested community members. The Chair of the Board may reasonably limit individual speaking times.

Section 10. Annual Meetings. An annual meeting shall take place in the month of January, the specific date, time, and location of which will be designated by the Chair of the Board. If the Chair fails to select a place for the annual meeting, it shall be held at ACFPC's registered office. The annual meeting shall be held for the purpose of electing the Officers of ACFPC, as well as the consideration of any other business that may be properly brought before the Board. This shall include, but not be limited to, Board reports regarding ACFPC activities and financial position; authorization of the annual information return for submission; approval of policy/procedures, Joint Powers Agreement and/or Bylaws changes; and input toward the direction of the ACFPC for the coming year.

Section 11. Regular Meetings. Regular meetings of the Joint Powers Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. If the Board fails to select a place for a regular Board meeting, it shall be held at ACFPC's registered office. The agenda shall be:

- Call to Order
- Roll Call

Exhibit A

- Reading and Approval of Minutes of the preceding meeting
- Approval of Agenda of current meeting
- Reports of Officers
- Reports of Committees
- Old and Unfinished Business
- New Business
- Adjournment

Section 12. Special Meetings. The Secretary of ACFPC shall call a special meeting upon the written request of any Director. If the Board fails to select a place for the special Board meeting, it shall be held at ACFPC's registered office.

Section 13. Notice. Written notice, including the date, time, and place of the meeting, shall be provided to each Director at least five (5) calendar days in advance of any meeting. Notice shall not be provided more than sixty (60) calendar days in advance of any meeting. This notice shall be given personally, by mail, e-mail, telephone, or facsimile. The attendance at, or participation of a Director in, any meeting requiring written notice shall constitute a waiver of notice of such meeting, except where the Director attends or participates for the express purpose of objecting to the transaction of business because the meeting was not lawfully called or convened.

Section 14. Quorum. At all meetings, fifty-one percent (51%) or greater of active Directors shall constitute a quorum for the transaction of all authorized business. If fifty-one percent (51%) or greater of active Directors are not present, no voting can occur; only an informal meeting may commence.

Section 15. Voting. During Board meetings, votes shall be weighted pursuant to the cost-share model, and seventy-five percent (75%) of the cumulative weight of all the Members is required for passage of all items.

Section 16. Proxies. Voting by proxy shall NOT be permitted.

Section 17. Meeting Procedures. Robert's Rules of Order shall be the authority for all questions regarding Board meeting procedures.

Section 18. Meeting Decorum. ACFPC shall follow best and lawful practices for conducting business at Board meetings. The Joint Powers Board shall exemplify, communicate, and enforce the expectation that meetings be conducted in an orderly and respectful manner. The Joint Powers Board reserves the right to excuse any Director, Officer, member, guest, member of the media, or audience participant exhibiting conduct that is disrespectful or disruptive to meeting proceedings. Per Robert's Rules of Order Newly Revised, the Chair has the sole responsibility to require order in a meeting. To that end, the Chair has the authority to call a

Exhibit A

Director, Officer, or member to order, and exclude non-members. If necessary to maintain an orderly meeting, the Chair has the authority to remove a participant from the meeting.

Section 19. Written Action. Any action required or permitted to be taken at a Board of Director's meeting may be taken by written action signed, or consented to by authenticated electronic communication, by the number of Directors that would be required to take the same action at a meeting of the Board at which all Directors were present.

Article VI – Officers

Section 1. Designation. Principal Officers of ACFPC shall be: Chair, Vice Chair, Treasurer, and Secretary. At the discretion of the Joint Powers Board, other Officers may be elected with duties that the Board shall prescribe.

Section 2. Election of Officers. Officers shall also be Directors of ACFPC as well as fire service professionals, and must be elected at the annual meeting. Officers are elected by the Joint Powers Board. Unless sooner removed by the Board, Officers shall serve for a term of two (2) years, or until their successors are elected. A vacancy in any office may be filled by a majority vote of the Joint Powers Board for the unexpired portion of the term. The Joint Powers Board shall also have the authority to appoint such temporary acting Officers as may be necessary during the temporary absence or disability of the regular Officers.

Section 3. Terms. All Officers shall serve a two (2)-year term. An Officer may serve an unlimited number of terms.

Section 4. Resignation. An Officer may resign by giving written notice to ACFPC. The resignation is effective without acceptance when the notice is given to the Board, unless a later effective date is named in the notice.

Section 5. Removal. Any Officer may be removed from his/her position for just cause by an affirmative vote of either the Fire Chief Directors or the Elected Official Directors. The matter of removal may be acted upon at any meeting of the Board, provided that notice of the intention to consider an Officer's removal has been given to each Member and to the Officer affected at least thirty (30) days in advance of the meeting.

Section 6. Compensation. Officers of ACFPC may, but need not, receive reasonable compensation for their services, time, and efforts. The amount and frequency of payments shall be reasonable, determined from time to time by the Joint Powers Board in accordance with the Conflicts of Interest Policy, and be legally compliant with all state and federal employment, nonprofit, and other applicable laws. In addition, Officers may be reimbursed for necessary and reasonable actual expenses incurred in the performance of their duties.

Exhibit A

Section 7. Chair.

- The Chair shall be the principal Officer of ACFPC.
- Subject to the direction and control of the Board, the Chair shall have general active management of the business of ACFPC. When present, the Chair shall preside at meetings of the Board and of Committees.
- The Chair shall see that the orders and resolutions of the Board are carried into effect, and, along with one other Officer of ACFPC, shall sign and deliver in the name of ACFPC deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of ACFPC, except in cases in which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Joint Powers Agreement or by the Board to another Officer or the Executive Director(s).
- The Chair may appoint all committees, standing and temporary. The Chair shall be a voting ex-officio member of all committees.
- The Chair shall certify the proceedings of the Board, and shall cast the deciding vote when the Joint Powers Board is equally divided.
- In general, the Chair shall discharge all duties incident to the Office of Chair and prescribed by the Board, and shall have such powers as may be reasonably construed as belonging to the Chief Executive of any organization.

Section 8. Vice Chair.

- The Vice Chair shall act in the absence or disability of the Chair.
- The Vice Chair shall assist the Chair as requested.
- The Vice Chair shall compile and maintain a book of policies and procedures in collaboration with the organization's legal counsel.
- The Vice Chair shall perform other duties as prescribed by the Board or by the Chair.

Section 9. Secretary.

- The Secretary shall keep, or cause to be kept, all non-financial business records and paraphernalia of ACFPC. The Secretary shall be responsible for maintaining all books, correspondence, committee minutes, Membership lists, paraphernalia, and papers relating to the business of ACFPC, except those of the Treasurer. The records and paraphernalia shall be maintained at ACFPC's registered office.
- The Secretary shall keep, or cause to be kept, true and accurate minutes of all meetings of the Joint Powers Board and of the Executive Committee. Said minutes shall be kept within the Anoka County Records Management System and a timely copy of all such minutes shall be provided to each ACFPC Member.
- The Secretary shall give, or cause to be given, all notices of Joint Powers Board meetings and other notices required by law or these Bylaws.

Exhibit A

- The Secretary shall file any document required by any statute, federal or state, in collaboration with the organization's legal counsel.
- The Secretary shall maintain the office and purchase office supplies.
- The Secretary shall perform other duties as prescribed by the Board or by the Chair.

Section 10. Treasurer.

- The Treasurer shall have care and custody of monies belonging to ACFPC and shall be responsible for such monies or securities of the organization. The Treasurer shall be responsible to keep accurate financial records for ACFPC.
- The Treasurer shall be keep, or cause to be kept, all financial records belonging to ACFPC. The records shall be maintained at ACFPC's registered office.
- The Treasurer shall deposit (or cause to deposit) money, drafts, and checks in the name of and to the credit of ACFPC in the banks and depositories designated by the Board; endorse for deposit notes, checks, and drafts received by the ACFPC as ordered by the Board; make proper vouchers for deposit; and disburse (or cause to disburse) ACFPC's funds and issue checks and drafts in the name of ACFPC, as ordered by the Board.
- With the assistance of appropriate professionals: The Treasurer shall prepare a proposed annual budget as well as present the budget and a report of the financial condition of the ACFPC to the Joint Powers Board at the annual meeting, and will, from time to time, make such other financial reports to the Joint Powers Board as it may require. The Treasurer shall also prepare (or cause to prepare) the annual tax filing (if appropriate), annual audit (if appropriate), and other annual financial reports.
- The Treasurer shall serve as the Finance Committee Chair.
- The Treasurer shall perform other duties as prescribed by the Board or by the Chair.

Section 11. Any Officer of ACFPC, in addition to the duties and powers conferred upon him or her by these Bylaws, shall have such additional duties and powers as may be prescribed from time to time by the Joint Powers Board.

Articles VII – Committees

Section 1. Authority. The Joint Powers Board may act by and through such committees as may be specified in resolutions adopted by a majority of the Joint Powers Board. Each committee shall have such duties and responsibilities as are granted to it from time to time by the Joint Powers Board, and shall at all times be subject to the control and direction of the Joint Powers Board. Committee members, other than the Committee Chair, need not be Directors. Examples of committees that may be formed by the Board are:

Exhibit A

- Standard Operating Procedures Committees:
 - Radio/Dispatch
 - Background Checks
 - Technical Rescue Tactics
 - Fire Investigations
 - General SOP
- Fire Intervention/Community Education Program
- Firefighter Excellence
- Technological Advancements
- Legal and Governance Committee

Section 2. Executive Committee. The Joint Powers Board, by resolution adopted by a majority of the Board, may establish an Executive Committee to consist of at least the Officers. The Chair of the Board will be the Chair of the Executive Committee. The designation of the Executive Committee and the delegation of authority granted to it shall not operate to relieve the Joint Powers Board of any responsibility imposed upon it, as it is subject to the direction and control of the full Board. However, the Executive Committee shall have all the powers and authority of the Joint Powers Board in the intervals between meetings of the Joint Powers Board, except for the power to amend the Joint Powers Agreement and Bylaws.

Section 3. Finance Committee. The Joint Powers Board, by resolution adopted by a majority of the Board, may establish a Finance Committee. The Treasurer is the Chair of the Finance Committee, which includes three other Directors. The Finance Committee is responsible for developing and reviewing the fiscal procedures, funding plans, and the annual budget with staff and other Directors. The Board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the Joint Powers Board. Annual reports are required to be submitted to the Board showing actual income, pending income, actual expenditures, and pending expenditures. The financial records of the organization shall be made available to the Directors, Officers, and the public.

Section 4. Meetings. Meetings of the individual committees may be held at such time and place as may be determined by a majority of the committee, by the Board Chair, or by the Joint Powers Board. Notice of meetings shall be given to the committee's members at least five (5) business days and no more than sixty business (60) days notice in advance of the meeting unless all members agree to a shorter notification. A majority of the committee's membership shall constitute a quorum.

Article VIII – Executive Director(s), Employees, & Independent Contractors

Section 1. Designation. The Joint Powers Board may select and employ an Executive Director. The Executive Director may also serve as a Director and/or Officer if permitted by the Joint Powers Board; however, strict adherence to the Conflicts of Interest policy shall be necessary, the Executive Director shall only be compensated in his or her capacity as an employee, and the Executive Director shall not also serve as the Treasurer of ACFPC.

Section 2. Duties. The Executive Director shall be responsible for providing professional advice and assistance to the Joint Powers Board; administer the work delegated to the staff; hire and release staff members; coordinate with the Treasurer in paying bills and creating deposits; and have such other powers to perform other duties as may be assigned by the Joint Powers Board.

Section 3. Other Staff. At the discretion of the Joint Powers Board, the Executive Director may hire and discharge other employed staff as may be reasonable and necessary to support the organization. The employed staff shall report directly to and be accountable to the Executive Director or his or her designee.

Section 4. Compensation. ACFPC may pay compensation to the Executive Director, employees, and other independent contractors for services rendered. The amount and frequency of payments shall be reasonable, determined from time to time by the Board, and be legally compliant with all state and federal employment, nonprofit, and other applicable laws.

Section 5. Checks, Drafts, Petty Cash Fund. The Executive Director may be authorized to provide one of the signatures on checks, drafts, or other orders of payment for ACFPC. He or she may also be authorized to administer a Petty Cash Fund, the size of which will be designated by the Joint Powers Board.

Article IX – Volunteers

Section 1. Designation. The Joint Powers Board shall establish policies and procedures to recruit, train, and utilize volunteers in the operation of its activities and fulfillment of its purpose and mission.

Section 2. Insurance Coverage for Volunteers. ACFPC may maintain a special accident policy to cover those individuals serving the organization in a volunteer capacity.

Article X – Management, Finances, & Miscellaneous Provisions

Section 1. Calendar Year. The accounting year of ACFPC shall be the calendar year. The accounting year shall begin on the first day of January of each year and end on the last day of December of each year.

Section 2. Books and Accounts. ACFPC shall maintain a savings and checking account at a reputable bank under the name “Anoka County Fire Protection Council.” The Chair and Treasurer are authorized to act as signatories on all ACFPC bank accounts. In the event the Chairmanship is vacant or the Chair is incapacitated in some manner, the Vice Chair is authorized to temporarily act as a signatory in the Chair’s place. In the event the Treasurer’s position is vacant or the Treasurer is incapacitated in some manner, the Secretary is authorized to temporarily act as a signatory in the Treasurer’s place. ACFPC’s books and accounts (or an exact copy thereof) shall be kept at the registered office.

Section 3. Budget. An operating budget for ACFPC will be adopted one (1) year in advance of the effective date of budget. Example: The proposed 2016 budget will be discussed at the regular October 2014 ACFPC meeting and adopted at the January meeting of 2015. The Board must approve the budget and all expenditures must be within budget. Any major change in ACFPC’s budget must be approved by the Joint Powers Board.

Section 4. Financial Responsibility of Members. Each participating Member shall pay an annual fee as well as its percentage share of ACFPC’s annual expenses.

A. Annual Fee:

1. The Joint Powers Board shall determine the annual fee and all other fees and/or assessments owed by Members, and these fees may be changed from time to time. The Joint Powers Board shall publish the annual fees on a regular basis to all Members and prospective Members. “Good standing” and continued voting privileges are contingent upon being current on payment of fees and/or assessments. Failure to pay a fee or assessment shall subject Members to loss of voting rights and/or termination unless special arrangements are made with the Board.
2. The period of time covered by the annual fee is from January 1 to December 31 of each year.
 - i. At the regular October ACFPC meeting, a Notice of Dues will be distributed to each Member. The notice will include: Annual Dues and that Member’s share of the ACFPC budget, based on the cost sharing model.
 - ii. It shall be the responsibility of each ACFPC Member to remain in “good standing” by timely paying of their Notice of Dues and share of the ACFPC budget. A Member shall be in “good standing” when their annual fee and

share of the ACFPC budget has been fully paid to ACFPC by December 1st. A participating Member whose annual fee and share of the ACFPC budget has not been fully paid to ACFPC by December 1st shall not be in “good standing,” and said Member shall forfeit their voting rights on all business items at ACFPC meetings until such time as its annual fee and share of the ACFPC budget has been fully paid.

- B. *Percentage Share of ACFPC Expenses:* A Member’s percentage share of the annual expenses of the ACFPC shall be equal to the Member Index divided by the Aggregate Index as defined in the Joint Powers Agreement. Member percentage shares will be displayed on a cost-share model compiled annually based on available data.

Section 5. Legal Instruments. All contracts, agreements, and other legal instruments executed by ACFPC shall be issued in the name of ACFPC, not the individual name of a Director or Officer. Legal instruments shall be signed by no less than two (2) Officers of ACFPC – the Chair (if able), and one other Officer. While Directors and Officers have authority to sign official documents on behalf of ACFPC, they may do so ONLY after proper consideration and approval by the Joint Powers Board. In the absence of approval by the Joint Powers Board, the individual Director or Officer is personally liable on the legal instrument.

Section 6. Loans. No loans shall be contracted on behalf of ACFPC nor shall evidences of indebtedness be issued in its name unless specifically authorized by resolution of the Joint Powers Board. Such authority shall be confined to specific instances.

Section 7. Examination by Directors, Members & Public. Every Director, Officer, Member of ACFPC, and the Public shall have a right to examine, in person or by agent or attorney, at any reasonable time, and at the registered office, all books and records of ACFPC and make extracts or copies therefrom.

Section 8. Periodic Reviews. To ensure ACFPC operates in a manner consistent with its public purposes, files all required paperwork, and does not engage in activities that could jeopardize its image and status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining;
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to ACFPC’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Joint Powers Agreement’s

Exhibit A

purposes and do not result in impermissible private benefit or kickbacks;

- C. Whether ACFPC is properly filing paperwork with government entities. In addition to organizational compliance documents, ACFPC shall file all required employer reports to agencies such as the Minnesota Unemployment Insurance Fund, the Minnesota Dept. of Revenue, the Minnesota Attorney General's Office, the Minnesota Secretary of State, the Social Security Administration, and provide employee tax documents by the required deadlines.

Section 9. Publication and Media.

- A. WEBSITE: ACFPC's official website shall be maintained monthly or as often as deemed necessary by the Joint Powers Board. The webmaster shall coordinate with the Joint Powers Board with regard to website content. ACFPC will be responsible for paying all costs associated with the domain name, hosting, SEO, and other related expenses related to maintaining ACFPC's official URL.
- B. NEWSPAPERS AND PRESS: ACFPC shall always portray the organization and its Directors, Officers, members, employees, independent contractors, and other agents in the most positive nature possible. When internal and/or external crises arise, public relations matters may require rapid advice from an attorney or PR professional.

Section 10. Affiliations. ACFPC may maintain professional affiliations that benefit and strengthen the organization in its capacity to fulfill its mission.

Section 11. Policies and Procedures. The Joint Powers Board shall establish policies and procedures:

- To codify decisions made by the Board at regular meetings in one central location;
- Regarding internal financial controls;
- Regarding gifts and grants to other individuals/organizations;
- Regarding employees and volunteers;
- Regarding Emergency Response SOP; and
- Regarding other topics that may become reasonable and necessary.

Section 12. Amending the Joint Powers Agreement and Bylaws. ACFPC shall have the power to amend the Joint Powers Agreement and these Bylaws. Pursuant to the Joint Powers Agreement, amendments to the Joint Powers Agreement may be amended when the Members agree, by resolution of both the Fire Chief Directors and the Elected Official Directors. Notice of any proposed amendment shall be provided to all participating Members at least thirty (30) days prior to the effective date of the proposed amendment. Amending these Bylaws requires the same process.

Exhibit A

Certification

These Bylaws were approved by all Members as a part of the adoption of the Joint Powers Agreement

Secretary

Date

EXHIBIT B – 2015 COST-SHARE MODEL

EXHIBIT C - EQUIPMENT AND/OR PERSONAL PROPERTY CONTRIBUTED
PRIOR TO THE EFFECTIVE DATE

Category	Description	Purchase Date	Cost
FIP	JFS Display cases		
FIP	Projector for JFS		
FIP	luggage cart for FIP	07/18/2000	\$ 30.89
FIP	File boxes for FIP	03/26/2001	\$ 26.23
FIT	Investigation Team equipment	09/08/2004	\$ 2,500.00
	Label Printer	11/04/2004	\$ 2,153.31
FIT	Investigations Trailer	06/15/2005	\$ 3,041.18
FIT	Investigations Trailer signs	07/19/2005	\$ 290.00
FIT	Investigation Team equipment	03/01/2006	\$ 1,980.96
FIT	Investigation Team equipment	03/06/2006	\$ 1,203.24
FIT	Investigation Team equipment	04/27/2006	\$ 373.43
FIT	Investigation Team equipment	06/01/2006	\$ 663.24
FIT	Investigation Team equipment	07/24/2006	\$ 439.55
FIT	Investigation Team equipment	07/24/2006	\$ 47.20
FIT	Investigation Team equipment	07/24/2006	\$ 203.09
FIT	Investigation Team equipment	01/29/2007	\$ 150.00

CISD	peer counseling laptop	05/16/2007	\$	1,592.18
FIT	Scanner for Fit	02/14/2008	\$	262.85
FIT	File Cabinet for FIT	02/21/2008	\$	215.24
FIT	Flash & Camera Bag FIT	08/07/2008	\$	379.47
FIT	Hard Hats FIT	09/16/2008	\$	91.44
FIT	Small Tools FIT	11/13/2008	\$	37.07
FIT	Folding Chairs FIT	11/13/2008	\$	96.09
FIP	FIP file cabinet	06/16/2009	\$	168.12
FIT	FIT Items	07/13/2009	\$	92.66
FIT	FIT Items	07/13/2009	\$	90.07
FIT	Half Mask & Filters	07/27/2009	\$	256.30
FIT	FIT Tools	12/22/2009	\$	156.67
FIT	ACFIT Camera	06/14/2010	\$	965.44
FIT	Half Mask	11/04/2010	\$	330.00
FIP	FIP computer software	10/24/2011	\$	1,437.19
FIT	FIT - Flash Drive	02/06/2012	\$	32.12

EXHIBIT D - EQUIPMENT AND/OR PERSONAL PROPERTY CONTRIBUTED
AFTER THE EFFECTIVE DATE