

AGENDA

NAFRS Board Meeting

8:00 A.M.

August 15, 2019

NAFRS Training Room

1	Approve Agenda	(Page 1)
2	Approve Minutes	Approve Minutes of July 25, 2019 Board Meeting (Pages 2-4)
3	Chief's Report	(Pages 5-8)
4	Finance Report (Finance Committee)	<ol style="list-style-type: none">1. Motion 2019-20 approve disbursements batches 115 & 116 (Pages 9-12)2. Review year to date financial report (forthcoming)3. Cash Management
5	Consider Adoption of Revised Resolution Recommending Third Amendment to the Joint Powers Agreement	<ol style="list-style-type: none">1. Resolution 2019-3 REVISED Recommending Third Amendment to the Joint Powers Agreement (Pages 13-100)
6	Rescue Squad Operations Presentation	(Pages 101-111)
7	Program Coordinator Position Discussion	(Pages 112-124)
8	Update on Trailer Park Compliance	(Pages 125-131)
9	Building Project Finance and Construction Update Discussion	(Pages 132-134)
10	Upcoming Agenda Items	(Pages 135)
11	Reports from the Board Chair and Board Members	

NAFRS Board Meeting Minutes DRAFT

8:00 A.M.

July 25, 2019

NAFRS Training Room

Board Meeting Attendance		
Voting Members:	present	absent
Castore, Glen	X	
Haase, Elisabeth	X	
Haddad, Anne	X	
Liebenstein, Paul	X	
Ness, Brad	X	
Runzheimer, Lee	X	
Scherer, Bron	X	
Switzer, Glenn	X	
Ex-officio Members:	present	absent
Jerry Anderson	X	
Edwards, Brian		X
Franek, Gerry	X	
Martig, Ben	X	
Teppen, Jenelle	X	
Nelson, Monte	X	

1	Approve Agenda	Meeting called to order at 8:00 am; agenda was approved with addition of Finance item 5, adding Motion 2019-19 to approve <i>not</i> waiving monetary limits on LMCIT Liability Coverage.
2	Approve Minutes	Minutes of June 18, 2019 Board Meeting were approved without changes.
3	Chief's Report	See Chief's Report (Nelson arrived; Haddad arrived) <ul style="list-style-type: none"> • See additions to upcoming agenda items relating to the building project financial status and "punch list" item resolution.
4	Hiring Update	All six candidates have successfully completed background checks and pre-employment physicals; orientation will take place Monday, Aug. 5 and new firefighters will attend their first departmental meeting, immediately following.

5	Finance Report (Finance Committee)	<p>1. Motion 2019-15 approved disbursements batches 113 & 114.</p> <p>Motion made by Castore, seconded by Haddad. All in favor.</p> <p>Discussion: None.</p> <p>2. Review of year to date financial report, presented by Treasurer, Castore.</p> <p>3. Motion 2019-16 approved 2020 Operations Budget</p> <p>Motion made by Castore, seconded by Liebenstein. All in favor.</p> <p>Discussion: Castore informed the Board that all the information required for recalculating the JPA Parties contribution percentages would not be available until late August, so the Budget Request will be sent to the JPA Parties the first week of August, as required by the JPA agreement. The Budget Request will be updated at the end of August when the necessary information has been received and final percentages are calculated.</p> <p>(Martig arrived)</p> <p>4. Motion 2019-17 – approved 2020-2029 CEP</p> <p>Motion made by Castore, seconded by Haddad. All in favor.</p> <p>Discussion: None.</p> <p>5. Motion 2019-19 – approved <i>not</i> waiving monetary limits on LMCIT Liability Coverage</p> <p>Motion made by Castore, seconded by Ness. All in favor.</p> <p>Discussion: None.</p>
---	---------------------------------------	---

6	Consider Adoption of Human Resources policy and SOG updates	<p>1. Motion 2019-18 approve Human Resource section of SOG updates</p> <p>Motion made by Haase, seconded by Ness. In favor: Castore, Haase, Haddad, Liebenstein, Ness, Runzheimer, Scherer. Not in favor: Switzer.</p> <p>Discussion: Switzer stated further clarification was needed regarding flow chart.</p>
7	Consider Adoption of JPA Technical Changes	<p>1. Resolution 2019-3 Consideration of Resolution Adopting Technical Changes to the Joint Powers Agreement (JPA)</p> <p>Motion made by Castore, seconded by Haase. In favor: Castore, Haase, Haddad, Liebenstein, Ness, Runzheimer, Scherer. Not in favor: Switzer</p> <p>Discussion: Simonson will handle document if preparation if resolution passes.</p> <ul style="list-style-type: none"> • Haddad made motion; Castore seconded: Motion to adjust Resolution 2019-3, as per Martig’s handout distributed at meeting (see attached). • Memorandum from City of Dundas distributed and discussed (see attached).
8	Additional Upcoming Agenda Items	<ul style="list-style-type: none"> • Request update on the building, from Dave Bennett for August meeting. <ul style="list-style-type: none"> - Financial status of project, to date. - Resolution of final “punch list” items (Chief Franek to provide the current, comprehensive list) • Finance/Runzheimer: Cash management review
9	Reports from the Board Chair and Board Members	None.

Meeting adjourned at 8:58am

Joint Powers Board Meeting Date: 08/15/2019

To: Joint Powers Board
From: Gerry Franek, Fire Chief
Subject: July Chief's Report

Summary Report

Monthly Fire Call Report

There were 42 fire calls in the month of July. Attachment 1 shows the call logs for July, the JPA breakdown for the month of July, and the year-to-date totals for the JPA Parties.

Rice County Solid Waste

Rice County Solid Waste is in the process of building a new Recycling Sorting Building. I met with the Contract electrician and did a test run on the fire alarm system so they could get occupancy on the building. A re-inspection will be required on the old system once they vacate their existing space.

Family Residence – 2501 Jefferson Road

Did a preliminary Fire Inspection at the Family Residence assisted living personalized dementia and Alzheimer's care center just recently constructed on Jefferson Road. Final inspection is still pending.

Professional Dental Group (formerly Professional Drive Dental)

Did a final inspection for the Professional Dental Group building just recently constructed on 1501 Clinton Lane.

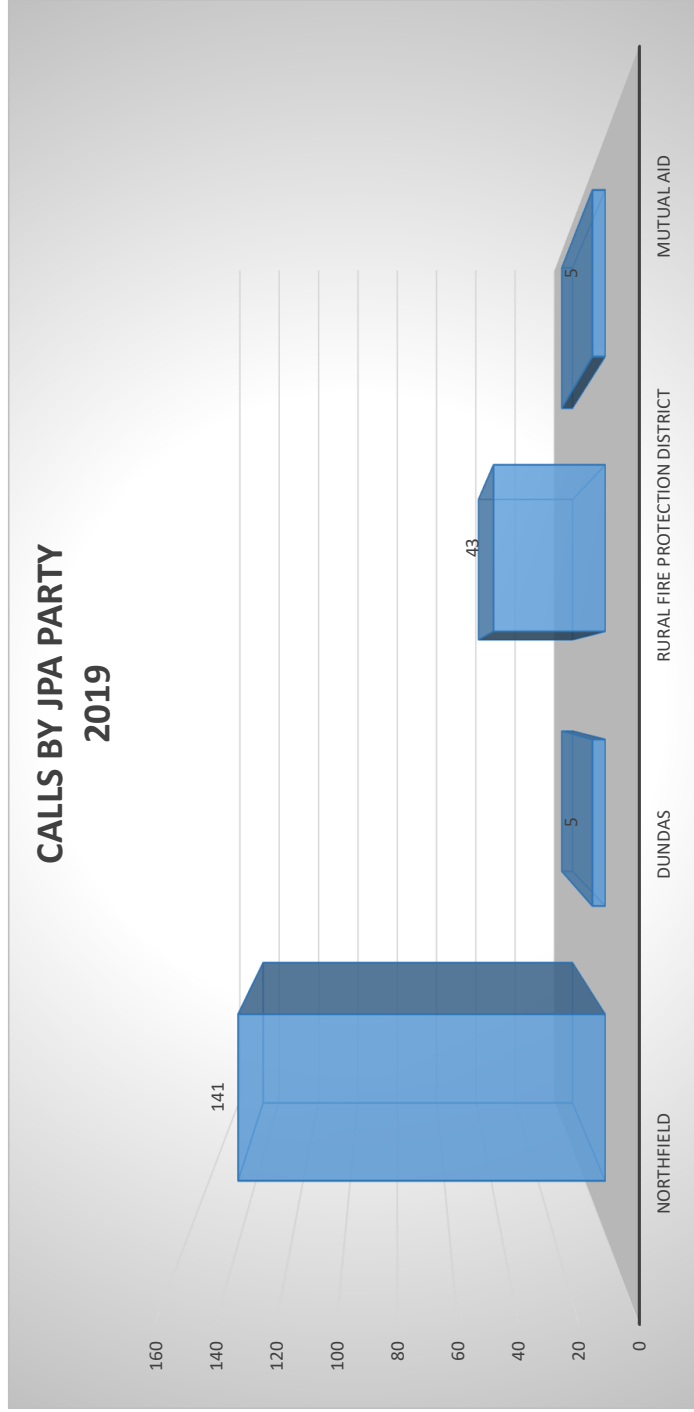
Bridgewater Elementary Addition

Did an inspection on the Bridgewater Elementary Addition to assist with the Fire Department Connection. Found a pipe thread inconsistency that will be corrected once the relocation is complete

Basic Incident Number (FD1)	Basic Incident Date Time	Basic Incident Alarm Date Time (FD1.26)	Incident Address	Basic Incident Type (FD1.21)	Basic Incident Zone/District Number (FD1.32)
19168	07/01/19	17:25	29420 Burma Northfield, MN 55057	Smoke detector activation, no fire - unintentional	Rural
19169	07/01/19	18:35	MM67 I-35 Northfield, MN 55057	Assist police or other governmental agency	Rural
19170	07/01/19	18:17	Falk Northfield, MN 55057	No incident found on arrival at dispatch address	Rural
19171	07/01/19	22:20	815 2nd Northfield, MN 55057	Gas leak (natural gas or LPG)	Northfield
19172	07/02/19	18:42	4691 Lonsdale Northfield, MN 55057	Dispatched and cancelled en route	Rural
19173	07/03/19	13:35	3800 145th Dundas, MN 55019	Garbage dump or sanitary landfill fire	Rural
19174	07/06/19	21:58	Millersberg Northfield, MN 55057	Dispatched and cancelled en route	Rural
19175	07/08/19	10:00	100 Shilling Dundas, MN 55019	Dispatched and cancelled en route	Dundas
19176	07/10/19	16:37	212 Division Northfield, MN 55057	Gas leak (natural gas or LPG)	Northfield
19177	07/11/19	22:58	Greenvale Northfield, MN 55057	Dispatched and cancelled en route	Northfield
19178	07/12/19	13:49	280th Northfield, MN 55057	Power line down	Rural
19179	07/12/19	14:38	7840 292nd Randolph, MN 55065	Cover assignment, standby, moveup	Mutual Aid
19180	07/12/19	15:01	500 Woodley Northfield, MN 55057	Carbon monoxide incident	Northfield
19181	07/13/19	12:19	2323 Highway 3 Northfield, MN 55057	Toxic condition, other	Northfield
19182	07/14/19	14:02	Thye Northfield, MN 55057	Mobile property (vehicle) fire, other	Northfield
19183	07/14/19	14:14	MM71 I-35 Northfield, MN 55057	Grass fire	Rural
19184	07/14/19	17:00	211 Oak Northfield, MN 55057	Dispatched and cancelled en route	Northfield
19185	07/16/19	00:50	305 Elm Northfield, MN 55057	Building fire	Northfield
19186	07/16/19	03:51	701 5th Northfield, MN 55057	Sprinkler activation due to malfunction	Northfield
19187	07/16/19	06:21	317 Division Northfield, MN 55057	Gas leak (natural gas or LPG)	Northfield
19188	07/16/19	15:53	505 Lincoln Northfield, MN 55057	CO detector activation due to malfunction	Northfield
19189	07/17/19	08:46	701 5th City of Northfield, MN 55057	Alarm system sounded due to malfunction	Northfield
19190	07/17/19	09:50	327 Aster Northfield, MN 55057	Building fire	Northfield
19191	07/18/19	12:06	102 Miller Dundas, MN 55019	Dispatched and cancelled en route	Dundas
19192	07/19/19	10:51	701 Koester Northfield, MN 55057	Smoke detector activation due to malfunction	Northfield
19193	07/19/19	11:04	6280 62nd Northfield, MN 55057	Smoke detector activation due to malfunction	Rural
19194	07/19/19	16:42	3668 120th Faribault, MN 55021	Smoke detector activation due to malfunction	Rural
19195	07/19/19	17:34	304 Greenvale Northfield, MN 55057	CO detector activation due to malfunction	Northfield
19196	07/19/19	20:18	805 Forest Northfield, MN 55057	Smoke detector activation, no fire - unintentional	Northfield
19197	07/23/19	09:15	1504 Highway 3 Northfield, MN 55057	Gas leak (natural gas or LPG)	Northfield
19198	07/23/19	10:57	14921 Acorn Faribault, MN 55021	Gas leak (natural gas or LPG)	Rural
19199	07/23/19	21:02	216 Ames Northfield,	CO detector activation due to	Northfield

Basic Incident Number (FD1)	Basic Incident Date Time	Basic Incident Alarm Date Time (FD1.26)	Incident Address	Basic Incident Type (FD1.21)	Basic Incident Zone/District Number (FD1.32)
			MN 55057	malfunction	
19200	07/24/19	14:56	1196 Highway 3 Northfield, MN 55057	Dispatched and cancelled en route	Northfield
19201	07/25/19	12:54	3031 300th Northfield, MN 55057	Authorized controlled burning	Rural
19202	07/26/19	18:10	216 Spring Northfield, MN 55057	Smoke detector activation, no fire - unintentional	Northfield
19203	07/27/19	22:22	211 Oak Northfield, MN 55057	Smoke detector activation due to malfunction	Northfield
19204	07/29/19	06:03	701 5th Northfield, MN 55057	Dispatched and cancelled en route	Northfield
19205	07/29/19	10:47	700 3rd Northfield, MN 55057	Passenger vehicle fire	Northfield
19206	07/30/19	18:01	310 Maple Northfield, MN 55057	Smoke detector activation due to malfunction	Northfield
19207	07/31/19	12:27	5228 90th Northfield, MN 55057	Special outside fire, other	Rural
19207	07/31/19	12:27	5244 90th Northfield, MN 55057	Passenger vehicle fire	Rural
19210	07/31/19	14:42	216 Spring Northfield, MN 55057	Dispatched and cancelled en route	Northfield
19211	07/31/19	16:53	600 Spring Northfield, MN 55057	Smoke detector activation, no fire - unintentional	Northfield
Count: 43					

2019 Fire Calls JPA Party													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Northfield	26	20	24	11	15	19	26						141
Dundas	0	1	0	1	0	1	2						5
Rural Fire Protection District	5	4	3	9	4	5	13						43
Mutual Aid	0	2	0	1	1	0	1						5
Total	31	27	27	22	20	25	42	0	0	0	0	0	194



Northfield Area Fire and Rescues Services Joint Powers Board Meeting Date: 08/15/2019

To: Joint Powers Board

From: Glen Castore, NAFRS Treasurer

Subject: Consider Approval of disbursement batches 115 and 116.

Action Request

The Northfield Area Fire and Rescue Services Joint Powers Board considers approving disbursement batches 115 and 116.

Summary Report:

See attachments

Alternative Options:

None at this time

Financial Impacts:

See attachments

Batch #115

Statement	PAYEE:	AMT:	ACCOUNT:	Invoice	APPV'd
7/5/2019	Cardmember Services (Paid via EFT 7/24/19)	\$345.30	Exp. G&A; Adobe subscription (\$36.49) wireless keyboard (\$21.46); EO: Equip. (\$143.78), Fleet (\$143.31)	June	Y
7/10/2019	CenturyLink	\$106.32	EO: Communications, internet	Stmt	Y
6/21/2019	City of Northfield	\$188.50	EO: Facility, water	May, June	Y
7/16/2019	Custom Fire	\$581.21	EO: Equip., sensors, cables, junction branch	0019041-IN	Y
7/17/2019	Fire Safety USA	\$685.00	EO: Equip., fire hose	124289	Y
7/22/2019	Jaguar Communications	\$234.56	EO: Communications/landline	stmt.	Y
7/5/2019	LMCIT	\$386.00	EO: Workers Comp audit adjustment	Stmt	Y
7/22/2019	Menards	\$591.91	EO: Facility, storage racking (\$415.32) soft cost; Equip., stepladder \$176.59	70864, 70823	Y
7/11/2019	MN BCA	\$108	Exp. G&A; Prof. Svcs., background check new hires	Fee	Y
7/10/2019	(check #6559 mailed 7/11/19) MN PEIP	\$681.88	EO: HR, insurance (8/1/19-8/31/19)	856858	Y
7/18/2019	Reese, Winter, and Assoc.	\$450.00	Exp. G&A, Accounting (\$250.) + renovation related work expenses (\$200.) *Soft costs	15195	Y
7/1/2019	ServiceMaster	\$520.00	EO: Facility, monthly cleaning services	906,950	Y
7/11/2019	Xcel Energy	\$1,068.24	EO: Facility; electricity (\$1030.24), gas (\$38.00) (5/30/19-6/30/19)	June	Y

\$4,878.93

7/24/2019
Mailed 7.29.19

Batch #116

Statement DATE:	PAYEE:	AMT:	ACCOUNT:	Invoice	APPV'd
8/6/2019	AEM	\$2,552.00	Expense G&A: HR/payroll	418645	Y
7/31/2019	DSI	\$11.36	EO: Facility; sanitation/garbage	2772067	Y
8/1/2019	Innovative	\$30.31	Exp. G&A: Office supplies, pocket folders	2613192	Y
7/31/2019	Nelson Lawn Care, Inc.	\$195.00	EO: Facility, lawn care services (July)	4913	Y
7/17/2019	PC Connection	\$117.75	adapter (Nelson)	56947317	Y
8/1/2019	ServiceMaster	\$520.00	EO: Facility, monthly cleaning services	907024	Y
7/31/2019	Space Concepts	\$1,199.25	Soft costs: Line stripes in apparatus bay	1567	Y
8/1/2019	Spectrum Enterprise	\$46.66	EO: Facility; communications/internet	95183301080119	Y

\$4,672.33

8/7/2019 CH

Northfield Area Fire and Rescues Services Joint Powers Board Meeting Date: 08/15/2019

To: Joint Powers Board

From: Glen Castore, NAFRS Treasurer

Subject: Consider Approval of disbursement batches 115 and 116.

Action Requested:

None

Summary Report:

All accounts are with Community Resource Bank. The report date is 6/29/19. The CD is collateral for the NAFRS credit card account.

Account	Balance	Interest Rate	Maturity Date
Checking Account	\$383,131.57		
CD	\$15,226.16	1.0000%	10/23/2019
Liberty MM Muni	\$174,559.85	0.45%	
Petty Cash	50.75		
TOTAL	\$572,968.33		

Alternative Options:

More active management of cash allocation to increase interest income

Financial Impacts:

Possibly \$250 interest income at current rates

Tentative Timelines:

None

Resolution 2019-03 – REVISED

NAFRS Joint Powers Board Meeting Date: August 15, 2019

To: Joint Powers Board

From: Bron Scherer, NAFRS Board Chair
Maren Swanson, NAFRS Attorney
Sean Simonson, NAFRS Program Coordinator

Title: Consideration of Revised Resolution proposing Third Amendment to Joint Powers Agreement (JPA)

Action Requested:

The NAFRS Joint Powers Board is asked to adopt the attached Resolution 2019-03 – REVISED, proposing Third Amendment to the JPA.

Summary Report:

At its July 25, 2019, meeting, the NAFRS Board adopted Resolution 2019-03 recommending a Third Amendment to the JPA, as shown in Exhibit A to the attached Resolution 2019-03 – REVISED. The proposed amendments remain the same but it was discovered that there were some typographical errors in Resolution 2019-03, which were non-substantive but nevertheless were confusing and therefore the attached Revised Resolution is suggested for approval by the Board.

Exhibit A to the Revised Resolution shows the proposed Third Amendment (this is the same as was approved on July 25, 2019). Exhibit B to this staff report shows tracked changes to the JPA which were made in the First and Second Amendments that were approved by the Parties, and in the Third Amendment which is under consideration. Exhibit C to this staff report is the final copy of the JPA for execution if and when the Third Amendment is approved by the Parties.

Alternative Options: None.

Financial Impacts: None.

Tentative Timelines: Once approved by the Board, Resolution 2019-03 – REVISED will replace Resolution 2019-03.

NORTHFIELD AREA FIRE AND RESCUE SERVICE
JOINT POWERS BOARD RESOLUTION 2019-03 – **REVISED**
RECOMMENDING THIRD AMENDMENT TO JOINT POWERS AGREEMENT

WHEREAS, the City of Northfield (“Northfield”), the City of Dundas (“Dundas”), and the Northfield Rural Fire Protection District (“Rural Fire”), collectively “the Parties,” pursuant to Minnesota Statutes Section 471.59, entered into a Joint Powers Agreement dated April 1, 2014 (the “JPA”); a First Amendment to Joint Powers Agreement dated April 3, 2018 (the “First Amendment”); and a Second Amendment to Joint Powers Agreement dated June 19, 2018 (the “Second Amendment”), collectively referred to as “the Agreement,” to operate and provide fire protection and rescue services to their respective residents through a joint fire department called the “Northfield Area Fire and Rescue Service”; and

WHEREAS, NAFRS is operated and managed by a joint powers board (“NAFRS Board” or “the Board”); and

WHEREAS, the NAFRS Board believes it is in the best interests of NAFRS and the Parties to amend the JPA as shown in Exhibit A, attached hereto and incorporated herein by reference, and recommends approval of such amendment (if passed, the “Third Amendment” to the JPA) by the Parties; and

WHEREAS, section 27. e. of the JPA requires the Board to present any proposed JPA amendment to the Parties by resolution and to issue a report explaining the amendment and the process for consideration and adoption, which report will be prepared forthwith; and

WHEREAS, the JPA requires that the Parties act to approve, modify or deny a proposed amendment within 90 days after the Board issues its report concerning the proposed amendment; and

WHEREAS, the Board passed a version of this Resolution 2019-03 at its meeting on July 25, 2019, and this is a revised version of such Resolution, adopted to correct certain typographical errors but not to make substantive changes, and therefore the effective date of this Resolution shall continue to be July 25, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE NAFRS BOARD AS FOLLOWS:

1. The Board approves and recommends to the Parties the adoption of the amendment to the Joint Powers Agreement as set forth in the attached Exhibit A.
2. The Parties are requested to pass a resolution approving this amendment to the Joint Powers Agreement within 90 days of the date of issuance of the Board’s report concerning the proposed amendment.
3. The effective date of this revised Resolution shall be July 25, 2019.

PASSED by the Board of the Northfield Area Fire and Rescue Service on this ____ day of _____, 2019, effective July 25, 2019.

ATTEST

Fire Chief

JPA Board Chairperson

VOTE:

	YES	NO	ABSTAIN	ABSENT
Castore				
Haddad				
Haase				
Liebenstein				
Ness				
Runzheimer				
Scherer				
Switzer				

EXHIBIT A

Agreement Amendments Proposed by NASFRS – NAFRS Resolution No. 2019-03

1. JPA, PAGE 4, SECTION 5 f iii, REGARDING SUBMISSION OF PROPOSED BUDGET TO PARTIES

This section is proposed to be amended to read as follows:

- iii. To submit a proposed annual NAFRS budget to the governing body of each party before ~~July 1~~August 1 in each year;

2. JPA, PAGE 5, SECTION 5 f ix, REGARDING BOARD AUTHORITY OVER EMPLOYEES

This section is proposed to be amended to read as follows:

- ix. ~~To hire, terminate and discipline employees and administer all other personnel and~~ To hire and terminate the Fire Chief and to oversee other human resources matters.

3. JPA, PAGE 7, SECTION 5 j, REGARDING ANNUAL AUDIT

This section presently reads as follows, which text is proposed to be deleted:

- j. ~~Annual Audit. The Board shall cause to be made an annual audit of the books and accounts of the NAFRS, consistent with the requirements of the State Auditor, and shall make and file such annual audit report to its Members within four (4) months after the end of each fiscal year (January 1–December 31), which includes but is not limited to the following information:
 - i. ~~_____ The financial condition of the NAFRS and all revenues and expenditures;~~
 - ii. ~~_____ The status of all NAFRS activities and projects;~~
 - iii. ~~_____ The business transacted by the NAFRS; and~~
 - iv. ~~_____ Other matters which affect the interests, operations and finances of the NAFRS.~~~~

~~The audit shall be contracted out to an external professional auditing firm not associated with the NAFRS and such auditor shall be designated to ensure that the NAFRS and its finances and accounting are in compliance with all applicable legal and auditing requirements, proper fire service standards and practices, and effective financial controls.~~

This section is proposed to be amended in its entirety to read:

- j. Annual Audit. The Board shall cause to be made an annual independent financial audit of the books and records of the NAFRS, 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 its Members 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 NAFRS internal and financial control environment as required by current professional auditing standards.

4. JPA, PAGE 8, SECTION 6 c, REGARDING BUDGET REPORT

This section presently reads as follows, which text is proposed to be deleted:

- c. ~~Budget Report. The Board shall prepare and submit a quarterly budget report to the Parties, showing a record of receipts and disbursements, which shall be forwarded to the Parties' governing bodies within 30 days following the close of the quarter.~~

This section is proposed to be amended in its entirety to read:

- c. Budget Report. The Board shall prepare interim financial statements, in form and content consistent with Generally Accepted Accounting Principles (GAAP), and submit them to the Parties at least quarterly, within thirty (30) days following the close of the calendar quarter.
-

5. JPA, PAGE 9, SECTION 8, REGARDING FISCAL AGENT

This section presently reads as follows, which text is proposed to be deleted:

8. ~~Fiscal Agent. The Board shall appoint a Fiscal Agent to provide budgeting, recordkeeping, and accounting services necessary or convenient for the operations of the NAFRS, which may be by NAFRS employees or contractual arrangement. The Fiscal Agent shall be compensated by the NAFRS at a rate mutually agreed upon by the Fiscal Agent and the Board. The Board may change the Fiscal Agent as it deems necessary from time to time.~~

The Fiscal Agent shall provide services including, but not limited to, the following:

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

This section is proposed to be amended in its entirety to read:

8. Accounting. The Board shall arrange for all necessary accounting and related recordkeeping services, consistent with Generally Accepted Accounting Principles (GAAP) and taking into consideration the organization's internal financial control measures, technical competencies of NAFRS employees, and administrative efficiency. Such services may be

performed by NAFRS employees or by contractual arrangement or by a combination thereof. Such services shall include but shall not be limited to the following:

- a. Assist in the preparation of budgets and audits;
 - b. Prepare monthly financial statements;
 - c. Keep and maintain all financial records; and
 - d. Oversee the collection and management of funds.
-

6. JPA, PAGE 12, SECTION 15 a, REGARDING PERSONNEL

This section is proposed to be amended as follows:

- a. ~~The Board shall ensure continuance of a strong volunteer, paid on call fire service. The Board will maintain a succession plan and leadership training program for all officers of the NAFRS. The Board shall hire and discharge full and part time employees as it deems necessary in the best interest of the NAFRS.~~
-

7. JPA, PAGE 13, SECTION 15 d, REGARDING THE FIRE CHIEF

This section is proposed to be amended to read as follows:

- e. Fire Chief. The Fire Chief shall be responsible to the Board for the efficient and effective operations of the Organization; the hiring, termination, supervision, discipline and direction of all NAFRS personnel; maintaining a succession plan and leadership training program for all officers of the NAFRS; hiring and discharging full and part-time employees as the Fire Chief deems necessary in the best interest of the NAFRS; the establishment of rules of conduct for ~~these~~ personnel of the NAFRS; and carrying out the policies and procedures adopted by the Board and such other responsibilities and duties as are established by the Board from time to time. The Fire Chief shall be appointed by the Board and serve at the pleasure of the Board. The Fire Chief shall be chosen by the Board based on training, experience, administrative and other qualifications. The Fire Chief shall be appointed by the Board for an indefinite term and may be removed by the Board at any time in the Board's sole discretion.

EXHIBIT B

**Joint Powers Agreement Showing Respective Changes from
First Amendment, Second Amendment and Third Amendment**

EXHIBIT C

**Amended and Restated Joint Powers Agreement
Incorporating First Amendment, Second Amendment and Third Amendment**

Note: Amendments 1-3 referenced herein below are shown as added to this agreement. Deletions are shown in strikeout and additions are underlined.

- 1. First amendment – approved 5/1/2018 – changes shown in yellow highlight***
- 2. Second amendment – approved 6/19/2018 – changes shown in blue highlight***
- 3. Third amendment – consideration 8/5/2019 – proposed changes shown in green highlight***

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
FIRE PROTECTION AND RESCUE SERVICES**

THIS AMENDED AND RESTATED AGREEMENT (the “Agreement”) is made and entered as of ~~April 1, 2014~~August 5, 2019 by and between the City of Northfield, Rice County, Minnesota, 801 Washington Ave., a municipal corporation under the laws of the State of Minnesota (“Northfield”); the City of Dundas, Rice County, Minnesota, 216 Railway Street N., a municipal corporation under the laws of the State of Minnesota (“Dundas”); and the Northfield Rural Fire Protection District, PO Box 280, Dundas, Minnesota 55019, a joint powers board formed pursuant to Minnesota Statutes, section 471.59 (comprised of Bridgewater Township, Northfield Township, Webster Township, and Forest Township in Rice County, and Waterford Township, Sciota Township, and Greenvale Township in Dakota County, Minnesota) (hereinafter referred to as “Rural Fire”); (collectively Northfield, Dundas and Rural Fire are hereinafter referred to as the “Parties”).

Recitals

WHEREAS, the Parties hereto and each of the undersigned Members are each authorized by law to provide fire protection and rescue services to their respective residents; and

WHEREAS, the Parties hereto have determined that such power may best be exercised jointly; and

WHEREAS, Minnesota Statutes, section 471.59 authorizes two or more governmental units by agreement of their governing bodies jointly to exercise any power common to the contracting parties and provide for a joint board representing the parties to the agreement; and

WHEREAS, Northfield and Rural Fire respectively own firefighting/rescue equipment listed in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Northfield owns a fire station located at 300 W. 5th St., Northfield, (the “Fire Station”), as well as the real property upon which the Fire Station sits; and

WHEREAS, fire protection services have previously been provided by Northfield through the Northfield Fire Department by means of a service contract between Northfield, as the service provider, and Dundas and Rural Fire, as the service recipients; and

WHEREAS, Northfield presently operates the Northfield Fire Department with an efficient staff of firefighters, including a fire chief, other fire officers and paid on call firefighters; and

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

WHEREAS, the Parties entered into a Joint Powers Agreement - Fire Protection and Rescue Services, dated April 1, 2014 (referred to herein as the “Original JPA”); a First Amendment to the Original JPA, dated April 3, 2018 (referred to herein as the “First Amendment”); and a Second Amendment to the Original JPA, dated June 19, 2018 (referred to herein as the “Second Amendment”); and

WHEREAS, the Parties now desire to further amend the Original JPA, as amended by the First Amendment and the Second Amendment, as provided herein, and agree that this Amended and Restated Joint Powers Agreement shall govern, supersede and replace in its entirety the Original JPA, as amended.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers pursuant to Minnesota Statutes, section 471.59, agree as follows:

1. **Name.** The Parties and undersigning Members do hereby establish a joint fire department to be called the “NORTHFIELD AREA FIRE AND RESCUE SERVICE”, (the “Organization” or “NAFRS”).
2. **Purpose.** The purpose of this Agreement is to establish the joint Organization governed by a joint governance board pursuant to Minnesota Statutes, section 471.59 for the purposes of providing fire protection, suppression, prevention, technical rescue and non-transport emergency medical services (the “fire services”) for the Parties within the fire services area established herein.
3. **Members.** The initial Members of the Organization (“Members”) shall consist of the following units of government:
 - a. City of Northfield,
 - b. City of Dundas,
 - c. Rural Fire,
 - d. Bridgewater Township,
 - e. Northfield Township,
 - f. Webster Township,
 - g. Forest Township,
 - h. Waterford Township,
 - i. Sciota Township, and

j. Greenvale Township

4. **Service Area.** The NAFRS shall provide fire and rescue services as outlined herein in the service area shown in Exhibit C, which is attached hereto and incorporated herein by reference.

5. **Governance.** A joint powers board (the “Board”) is hereby created for the governance of the Organization and to facilitate the performance of this Agreement throughout its life. Such Board shall have the powers specifically given herein and shall have the power to make recommendations to the Members to improve cooperation and efficiency in carrying out the intent of this Agreement and to make recommendations for amendments and supplements to this Agreement.
 - a. **Board Membership.** The Board shall consist of eight (8) Board members (the “Board members”); with five (5) Board members appointed by the Northfield City Council, two (2) Board members appointed by Rural Fire, and one (1) Board member appointed by the Dundas City Council. The City Administrators of Northfield and Dundas, the Administrator/Director of Rural Fire, the Fire Chief, the Northfield Public Safety Director (or Northfield Police Chief if there is no Northfield Public Safety Director) and the Director of Emergency Medical Services for the Northfield Hospital will serve as ex-officio, non-voting members of the Board. Board members will be appointed for 3 year terms. Board members must reside within the area served by the NAFRS. For purposes of this Agreement, Rural Fire shall act as the representative of the township government members hereto on the Board, unless otherwise provided herein, exercising all powers and duties and such governmental approvals as are required in this Agreement on behalf of the township government members.

No employee, full or part-time, of NAFRS shall serve as a member of the Board.

- b. **Initial Board Members.** Prior to the Effective Date stated herein, the Parties shall appoint their respective Board members by resolution adopted by their respective governing bodies. Notwithstanding paragraph 5.a. providing that Board members will be appointed for 3 year terms, the appointments to the initial Board, as provided in this paragraph, shall establish staggered terms for the subsequent 3 year appointment of all Board members to the Board by the respective Parties. The initial Board members shall be appointed by the respective Parties, as follows:
 - i. Northfield’s five (5) Board members:

1. 1 Board member shall be appointed for a 1 year term;
 2. 2 Board members shall be appointed for 2 year terms; and
 3. 2 Board members shall be appointed for 3 year terms.
- ii. Dundas' one (1) Board member:
 1. 1 Board member shall be appointed for a 3 year term.
- iii. Rural Fire's two (2) Board members:
 1. 1 Board member shall be appointed for a 1 year term; and
 2. 1 Board member shall be appointed for a 3 year term.
- c. **Chair and Vice Chair.** The Board shall elect from its voting Board members a Chair and Vice Chair at its first meeting and annually thereafter at its first meeting of the calendar year. The Chair shall act as the presiding officer at all Board meetings and the Vice-Chair shall so act in the absence of the Chair.
- d. **Compensation.** Board members shall serve without compensation.
- e. **Meetings.**
 - i. 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.
 - ii. A majority of the Board members shall constitute a quorum at any meeting held by the Board for purposes of conducting business.
 - iii. 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.
 - iv. Procedures of the Board shall be governed by Robert's Rules of Order, and the Board may adopt other rules of procedure, decorum and bylaws not inconsistent with this Agreement and consistent with standard custom and practice for meetings of local government units.
 - v. Each Board member must attend a minimum of 75% of the Board meetings to be held each calendar year. Failure to maintain this attendance requirement will require the appropriate appointing governing body to make another appointment to the Board. If desired by the appropriate appointing governing body, the same individual may be reappointed.
 - vi. Each Board member shall have one vote.

- vii. Proxy voting by Board members is not permitted.
- viii. Meetings of the Board shall comply with the Minnesota Open Meeting Law.

f. **Powers and Duties of the Board.** 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 purpose of the Organization as set out in this Agreement including, but not limited to, all of the following:

- i. To control and direct the administration of the affairs of the NAFRS;
- ii. To make recommendations to the governing bodies of the Parties relating to the NAFRS;
- iii. To submit a proposed annual NAFRS budget to the governing body of each party before **July-August** 1 in each year;
- iv. To establish an administrative/organization structure;
- v. To establish and execute operating and capital improvement budgets;
- vi. To receive and disburse funds, purchase and sell equipment, and fund all operations of the NAFRS;
- vii. To enter into contracts and mutual aid agreements as necessary to carry out the functions and operations of the NAFRS;
- viii. To comply with all public laws applicable to the Members individually, including, but not limited to, the Minnesota Open Meeting Law, Minnesota Government Data Practices Act, and the Minnesota Uniform Municipal Contracting Law;
- ix. **~~To hire, and terminate the Fire Chief and discipline employees and administer all other personnel and human resources matters;~~**
- x. To contract with consultants, including, but not limited to, accountants, auditors, the fiscal agent, engineers, architects, and legal counsel or other services professionals as it determines is necessary and convenient;
- xi. To manage, own, lease and operate equipment, vehicles and facilities and buildings;
- xii. To perform those functions necessary for protection of the public as authorized by law;
- xiii. To allocate costs to service recipients and make all operational and fire services decisions;
- xiv. To establish policy and procedures and safety regulations for operations and fire services;
- xv. To insure and indemnify the Organization, its Members, Board and employees;

- xvi. To cause reports, plans, studies, and recommendations to be prepared;
 - xvii. To consider applications from additional local units of government for membership in the Organization;
 - xviii. To adopt bylaws, rules, personnel policies, guidelines, and regulations for employees and the operation of the Organization and its vehicles, equipment, facilities and buildings;
 - xix. To annually establish and update a capital improvement program/finance plan (including an equipment replacement schedule) of not less than ten (10) years' duration;
 - xx. To purchase or lease land, and to cause the construction of buildings to implement the purposes of the Organization, except that any purchase of land or construction of a new building or facility must be approved by all of the Parties respective governing bodies;
 - xxi. To lease or purchase equipment (including capital equipment) and supplies necessary for the proper operation, care, maintenance, and preservation of the Organization;
 - xxii. To incur debt, as allowed by law, and approve financial obligations of the Organization, subject to approval by all of the Parties respective governing bodies;
 - xxiii. To acquire, operate, maintain, replace, and dispose of Organization vehicles, equipment, and supplies as may be deemed expedient in carrying out the purposes of this Agreement;
 - xxiv. To continue a Firefighters' Relief Association for the benefit of the Organization, including the power to determine whether to approve a pension benefit increase, and to make such contribution to the fund of the Firefighters' Relief Association as the Board deems appropriate or as is required by law; and
 - xxv. To exercise such other powers of the Organization as are necessary to carryout, and that are consistent with, the purposes of this Agreement.
- g. **Annual Report**. The Board will submit an annual fire department/fire services report by July 1 to the governing bodies of the Members. The report shall include, at minimum, the following:
- i. Budget and actual for the current year of all revenues and expenditures for all operation;
 - ii. Budget projections for the following 2 years;
 - iii. Income statement and balance sheet for the current year and the previous 2 years;
 - iv. Description of fire services provided to Members;

- v. Description of present vehicles and facilities and potential needs;
- vi. Fire district calls by type (rural, urban, I-35, rescue, fire);
- vii. Response time (rural, urban, I-35);
- viii. Organization chart;
- ix. List of officers and number of employees;
- x. Number of firefighters responding (rural, urban, I-35);
- xi. Summary of Insurance Services Organization (ISO) scoring and rating; and
- xii. Such other information as deemed necessary or relevant to Members regarding NAFRS operations.

h. **Bylaws.** The Board shall have the authority to adopt bylaws establishing its own procedures consistent with this Agreement. The Board may amend its bylaws by majority vote of all of the Board members.

i. **Disbursements.** Except as otherwise provided, all unbudgeted disbursements and expenditures of the Organization shall be approved by the Board. All checks issued by the NAFRS from NAFRS funds shall be co-signed by two officials designated by the Board.

~~j. **Annual Audit.** The Board shall cause to be made an annual audit of the books and accounts of the NAFRS, consistent with the requirements of the State Auditor, and shall make and file such annual audit report to its Members within four (4) months after the end of each fiscal year (January 1–December 31), which includes but is not limited to the following information:~~

- ~~i. The financial condition of the NAFRS and all revenues and expenditures;~~
- ~~ii. The status of all NAFRS activities and projects;~~
- ~~iii. The business transacted by the NAFRS; and~~
- ~~iv. Other matters which affect the interests, operations or finances of the NAFRS.~~

~~The audit shall be contracted out to an external professional auditing firm not associated with the NAFRS and such auditor shall be designated to ensure that the NAFRS and its finances and accounting are in compliance with all applicable legal and auditing requirements, proper fire service standards and practices, and effective financial controls.~~

~~j. **Annual Audit.** The Board shall cause to be made an annual, independent, financial audit of the books and records of the NAFRS, 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 its Members 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 NAFRS internal and financial control environment as required by current professional auditing standards.

6. **Budget.**

a. **Organization Budget.** The Parties agree that annually, prior to August 1 of each calendar year of this Agreement, the Board shall develop and approve a budget of operating expenses and capital expenditures for the ensuing calendar year and present the same to the Parties for their consideration and approval on or before August 1. The budget prepared by the Board shall consist of the entire cost of operation of the NAFRS, including capital contributions and contributions to the firefighters relief association.

b. **Review of Board Budget.** On or before September 30 in each year, the governing bodies of each of the Parties shall act to approve or disapprove the NAFRS budget submitted by the Board for the next calendar year. If the governing bodies of the Parties disagree on budget approval, then they shall forthwith convene a meeting of the Parties' governing bodies to consider the matter. Until the new budget is approved by the Parties' governing bodies, continuing NAFRS expenditures shall be in accord with the last approved budget.

~~e. **Budget Report.** The Board shall prepare and submit a quarterly budget report to the Parties, showing a record of receipts and disbursements, which shall be forwarded to the Parties' governing bodies within 30 days following the close of the quarter.~~

~~c. **Budget Report.** The Board shall prepare interim financial statements, in form and content consistent with Generally Accepted Accounting Principles (GAAP), and submit them to the Parties at least quarterly, within thirty (30) days following the close of the calendar quarter.~~

7. **Funding.**

a. **Party Contributions.** The NAFRS shall be funded by the participating Parties as provided herein. Each Party shall contribute an allocated share ("Party Contribution") of the total operating budget (capital and operating expenses and

relief association contribution) of the NAFRS. The amount of the Party Contribution respectively for fiscal year 2014, 2015, 2016 and 2017 shall be:

- i. Northfield 72.22%
- ii. Rural Fire 22.41%
- iii. Dundas 5.37%

b. **Adjustment Process.** The ~~above~~ Party Contributions shall be updated every two years starting with the year ~~2018~~2019 for the 2020 budget in accordance with the procedure described in Exhibit D, which is attached hereto and incorporated herein by reference. Annual Party Contributions will be determined by the process described in Exhibit D. The population numbers used to calculate annual Party Contributions will be those most recently certified by the Minnesota State Demographer. The Estimated Market Values of Improvements will be those most recently certified by the relevant County Auditors for the Members' respective jurisdictions. Fire Calls will be those reported to the National Fire Incident Reporting System by the Northfield Area Fire and Rescue Service (NAFRS) and occurring in the NAFRS service area.

c. **Invoice and Schedule of Payments.** The NAFRS shall invoice each Party in an amount equal to one half of that Party's share of the annual budget on a semi-annual basis. The invoice shall be itemized showing a break down of the Parties' Contribution to operations, capital equipment, relief association, etc., and such other itemization as requested or required by the Parties to know and understand completely their respective Party Contributions to the NAFRS. The Parties shall be invoiced at least thirty (30) days before payments are due to the NAFRS; payments being due and payable no later than the following schedule:

- i. First Half: January 1
- ii. Second Half: July 1

~~8.—Fiscal Agent—The Board shall appoint a Fiscal Agent to provide budgeting, recordkeeping, and accounting services necessary or convenient for the operations of the NAFRS, which may be by NAFRS employees or contractual arrangement.—The Fiscal Agent shall be compensated by the NAFRS at a rate mutually agreed upon by the Fiscal Agent and the Board.—The Board may change the Fiscal Agent as it deems necessary from time to time.~~

~~The Fiscal Agent shall provide services including, but not be limited to, the following:~~

~~Management of all NAFRS funds, including Party Contributions and grant monies;~~

~~Assist in preparation of budgets and audits; and~~

~~Keep and maintain all financial records.~~

8. **Accounting.** The Board shall arrange for all necessary accounting and related recordkeeping services, consistent with Generally Accepted Accounting Principles (GAAP) and taking into consideration the organization's internal financial control measures, technical competencies of NAFRS employees, and administrative efficiency. Such services may be performed by NAFRS employees or by contractual arrangement or by a combination thereof. Such services shall include but shall not be limited to the following:

a. Assist in the preparation of budgets and audits;

b. Prepare monthly financial statements;

c. Keep and maintain all financial records; and

d. Oversee the collection and management of funds.

15.9. Insurance.

- a. The Organization 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 NAFRS to fully indemnify the Organization, the Board, the Parties and its Members for actions or omissions of the Organization, the Board, the Parties and its Members arising out of this Agreement as well as for employees, vehicles, personal property, facilities and buildings.
- b. The level of insurance maintained for each identified category provided in paragraph 9.a. 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.
- c. Additionally, the Organization shall maintain workers' compensation coverage for its employees equal to the statutory limits.

- d. Each Member shall be named as an additional insured on the Organization's insurance.

16.10. Liability and Indemnification.

- a. The NAFRS shall be considered a separate and distinct public entity to which the Parties and Members have transferred all responsibility and control for actions taken pursuant to this Agreement. NAFRS 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.
- b. To the full extent permitted by law, this Agreement and the activities carried out hereunder are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties and Members that they, together with the Organization, shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. Furthermore, for purposes of Minnesota Statutes, section 471.59, subdivision 1a, each Party and Member to this Agreement expressly declines responsibility for the acts or omissions of the other Parties and Members. 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 or Members, whether set forth in Minnesota Statutes, chapter 466 or otherwise.
- c. The Organization shall hold the Parties and Members harmless, individually and collectively, and will defend and indemnify the Parties and Members, their officers, employees, and agents, for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by the Organization. The Organization'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 Organization or any or all Parties or Members 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 1(a). The Organization's obligation under this section shall survive the termination of this Agreement.
- d. Under no circumstances shall a Party or Member be required to pay on behalf of itself and other Parties or Members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any other Party or Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

- e. The Parties and Members to this Agreement are not liable for the acts or omissions of the others except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties or Members.
- f. If a Member has procured or extended insurance coverage pursuant to Minn. Stat. §§ 466.06 or 471.981 in excess of 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 Member's liability for the claim, if any.
- g. If a damage award is higher than the NAFRS' insurance limits, the Parties agree that excess damages shall be paid proportionally based on each Parties' Party Contribution as of the date of the occurrence of the injury which caused the damage.

~~17~~.11. **New Members.** Another governmental unit may be added to this Agreement upon the unanimous approval of all the governing bodies of the Parties. If approved, the rights and obligations of the new party shall be set forth in a writing amending this Agreement and the new Member shall be fully obligated and bound by the terms of this Agreement as amended. The new Member, based upon a duly adopted resolution of its governing body, shall execute the amended Agreement and file it with the NAFRS. A new Member shall not be compensated for any equipment donated to the NAFRS. A new Member shall not have an interest in any assets upon withdrawal or dissolution until the new Member has been a Member of the Organization for a period of ten (10) continuous years.

~~18~~.12. **Mutual Aid Agreements.** The NAFRS may enter into mutual aid and other service contracts to provide services to other jurisdictions. Such contracts require the consent of a majority of the Board.

~~19~~.13. **Firefighters Relief Association.** The NAFRS shall be responsible for supporting and funding the Northfield Firefighter's Relief Association ("Relief Association"), including any under-funded amount in accordance with Minnesota Statutes. The NAFRS shall contact the Relief Association regarding this organizational change immediately following the Effective Date and request that the Relief Association take all actions

necessary to change its enabling documents and bylaws accordingly to allow existing and new employees of the NAFRS to be eligible for membership in the Relief Association.

The Parties agree to contribute to the Relief Association annually through the Organization's budget and Party Contribution process. The Relief Association is a separate and independent organization apart from the NAFRS. It is up to the Relief Association to manage its accounts and allow pension benefit changes appropriate under the "fully funded" definition provided by Minnesota State Statutes as substantiated by an actuarial survey performed by a professional accounting firm. As relief and pension benefits change, each Party agrees to guarantee the payment of pension benefits at the level established, providing that any benefit increases meet the requirement of "fully funded" as defined by appropriate Minnesota State Statutes as substantiated by an actuarial survey performed by a professional accounting firm. Notwithstanding the preceding sentence, each Party's obligation to guarantee the payment of said pension benefits shall be limited to that percentage of the pension benefits which equals the Party's Party Contribution.

20.14. **Compliance with Laws.** The NAFRS shall be responsible for compliance with all Federal and State regulations, standards and requirements. NAFRS shall at all times be in compliance with such equipment, personnel and training standards as may be required by law.

21.15. **Personnel.**

- a. The Board shall ensure continuance of a strong volunteer, paid on call fire service. ~~The Board will maintain a succession plan and leadership training program for all officers of the NAFRS. The Board shall hire and discharge full and part-time employees as it deems necessary in the best interest of the NAFRS.~~
- b. On the Effective Date, all personnel of the City of Northfield Fire Department shall become employees of the Organization and the Organization shall thereafter be solely responsible for all aspects related thereto, including compensation of employees.
- c. **Rules, Policies and Procedures.** The NAFRS must promptly, following the Effective Date, adopt rules, policies, procedures, bylaws and regulations governing operation, management, department structure, personnel administration and all other like matters related to the Organization and its personnel and operations. Until such rules, policies, procedures, bylaws and regulations have otherwise been established or changed by the Board, the Northfield employee

handbook, standard operating guidelines, and related regulations of Northfield pertaining to the Northfield Fire Department are adopted hereby by the NAFRS and shall apply to the NAFRS and its personnel, except to the extent superseded by this Agreement, upon the Effective Date.

- d. **Fire Chief.** The Fire Chief shall be responsible to the Board for the efficient and effective operations of the Organization; the hiring, termination, supervision, discipline and the direction of all NAFRS personnel; **maintaining a succession plan and leadership training program for all officers of the NAFRS; hiring and discharging full and part-time employees as the Fire Chief deems necessary in the best interest of the NAFRS;** the establishment of rules of conduct for **those** personnel of the NAFRS; and carrying out the policies and procedures adopted by the Board and such other responsibilities and duties as are established by the Board from time to time. The Fire Chief shall be appointed by the Board and serve at the pleasure of the Board. The Fire Chief shall be chosen by the Board based on training, experience, administrative and other qualifications. The Fire Chief shall be appointed by the Board for an indefinite term and may be removed by the Board at any time in the Board's sole discretion.

22.16. Equipment.

- a. **Existing Equipment Listed in Exhibit A.** Northfield and Rural Fire respectively own the firefighting/rescue equipment listed in Exhibit A, which is attached hereto and incorporated herein by reference. In the event a listed item is later traded or sold by the NAFRS, the trade-in value or selling price shall be credited to the next annual Party Contribution of the Party owning the piece of listed equipment traded or sold. On the Effective Date, the Equipment listed in Exhibit A shall be leased to the NAFRS for use in NAFRS operations. Northfield and Rural Fire shall execute an Equipment Lease Agreement with NAFRS respectively leasing the above listed equipment for One Dollar (\$1.00) each paid by NAFRS to Northfield and Rural Fire, respectively. The lease term for each lease shall be for a period ending upon the dissolution of the NAFRS or the withdrawal of the owning Party, whichever comes first. Termination or withdrawal shall be as otherwise provided in this Agreement with respect to disposition of assets.
- b. **Disposition of Other Equipment and Personal Property of City of Northfield Fire Department to NAFRS.** In addition to the foregoing, on the Effective Date, all other equipment and personal property of the City of Northfield Fire Department used to provide fire protection services and listed in Exhibit B, which

is attached hereto and incorporated herein by reference, shall be leased to the NAFRS. Northfield shall execute an Equipment Lease Agreement with NAFRS leasing the above listed equipment and personal property for One Dollar (\$1.00) paid by NAFRS to Northfield. The lease term shall be for a period ending upon the dissolution of the NAFRS or the withdrawal of Northfield, whichever comes first. In the event a listed item is later traded or sold by the NAFRS, the trade-in value or selling price shall be credited to next annual Party Contribution of Northfield. Termination or withdrawal shall be as otherwise provided in this Agreement with respect to disposition of assets. The Northfield Equipment Lease Agreement referenced above in paragraph 16.a. and this lease may be the same instrument.

- c. **New Equipment Purchased Following Effective Date.** The NAFRS will maintain vehicles and equipment supported by a replacement and refurbishment schedule, which will be reviewed and updated at least annually by the Board and included in the budget. The Parties shall each acquire an undivided interest as part owner of any equipment and vehicles purchased by NAFRS following the Effective Date in the proportion of each Party's Contribution. If an item of equipment or a vehicle is purchased with installments payable over a period of years, then the relative undivided ownership interests of the Parties in the equipment or vehicle shall be computed in accordance with the percentage share each Party contributed to each installment. Title to equipment and vehicles purchased by NAFRS will be held by the NAFRS. The Parties agree to establish an equipment replacement fund, not to exceed \$100,000 in annual contributions, except by agreement of the Parties. Contributions by Parties for capital equipment shall be as part of the approved budget and included in the respective Party Contributions.

A master fire department inventory of all newly jointly purchased items will be maintained by the NAFRS. The inventory will indicate a description of the item, identification or serial numbers, fire department 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 NAFRS fire department fund for use in equipment purchases.

23.17. Land and Buildings.

- a. **Existing Land and Buildings.** Northfield owns a fire station and land upon which it sits located at 300 W. 5th St., Northfield (the "Fire Station"), which prior to the establishment of the NAFRS was used by the City of Northfield Fire

Department. ~~On the Effective Date, the Fire Station shall become the initial fire station of the NAFRS. Northfield shall remain the owner of the Fire Station and the real property upon which it is located at all times during the term of this Agreement, unless the governing body of Northfield determines in its discretion to sell the Fire Station and the real property upon which it is located. Northfield shall execute a Fire Station Lease Agreement (the "lease") with NAFRS leasing the above-referenced land and building to NAFRS for the use thereof by NAFRS for amounts to be paid by NAFRS Twenty Thousand Dollars (\$20,000.00) per year rent (the "rent") as contained in the lease and in accordance with those other terms and conditions contained in the lease for the use thereof by NAFRS and paid by NAFRS to Northfield. The lease can be reviewed in 10 years at the request of any of the Parties upon 90 days written notice and every 5 years thereafter. Northfield shall remain the owner of the Fire Station and the real property upon which it is located at all times during the term of the lease. Any maintenance, alterations or improvements to the Fire Station shall be the financial responsibility of the NAFRS, and the NAFRS shall be responsible for managing and overseeing such maintenance, alterations or improvements. Notwithstanding the foregoing, the lease term shall be for a period ending upon the dissolution of the NAFRS, the NAFRS moves to a new NAFRS fire station, or the withdrawal of Northfield from the NAFRS, whichever comes first. The rent shall be included in the NAFRS budget. Any leasehold improvements to the Fire Station or real property upon which it is located shall remain the property of Northfield and no compensation shall be paid to the NAFRS when and if the NAFRS vacates the Fire Station.~~

~~In the event the Fire Station and/or real property upon which it is located is sold by Northfield, NAFRS shall not receive any of the proceeds from the sale, unless the governing body of Northfield determines otherwise.~~

- b. **Insurance for Existing Building.** Northfield shall insure the existing Fire Station building. NAFRS shall reimburse Northfield for the costs to insure the existing Fire Station building.
- c. **New Land and Buildings.** All new joint buildings and land may be owned and to the extent permitted by law, financed by the NAFRS. The cost of new or upgraded facilities must be approved by all the Parties to this Agreement. The NAFRS shall be responsible for managing and overseeing the construction of any new joint buildings.
- d. **Future Fire Facility.** NAFRS shall make a recommendation to the Parties on the location, cost, ownership and financing of an upgraded or new fire facility.

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

25.19. **Adoption of Uniform Fire Code.** Each Member agrees to take actions necessary to apply the current Minnesota State Fire Code.

26.20. **Effective Date.** The effective date (“Effective Date”) shall be September 1, 2014. The Effective Date is the date that all provisions of this Agreement shall be implemented in full transferring all fire service operations to NAFRS, provided however, that all the Parties hereto have adopted a resolution approving this Agreement and authorizing its execution, and the Agreement has been executed by the authorized representatives of the Parties.

27.21. **Term.** This Agreement shall remain in effect until it is terminated in a manner provided herein.

28.22. **Termination.** This Agreement shall terminate and the Organization 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 constituting a majority of the Parties hereto, agree to dissolve the Organization and terminate this Agreement. A termination of this Agreement under this mechanism shall not be effective for at least 12 months from its approval by a majority of the Parties, unless an earlier termination date is approved by all the Parties.
- b. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- c. 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.

29.23. **Effect of Termination/Dissolution of Organization.** Upon termination of this Agreement, the Organization shall be dissolved and the Board shall provide for the distribution of all of the Organization’s funds and assets in the following manner:

- a. The Board may determine to sell and liquidate any and all non-monetary Organization 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 NAFRS among themselves. The remaining property jointly acquired by the Organization 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 Organization 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 Organization at the time of dissolution.

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

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

30.24. **Withdrawal of a Party.** A Party may withdraw from this Agreement by providing at least twelve (12) 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 NAFRS, and the remaining Parties decide to continue the operations of the NAFRS under the terms of this Agreement, including any amendment(s) thereto to change the allocation formulas, the withdrawing Party shall be entitled to distribution under paragraph 23.b. and the remaining Parties shall pay the withdrawing Party for its interest in the Organization's assets and funds in proportion to the percentage of annual contribution of funds by the Party to the Organization at the time of withdrawal.

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

31.25. **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 Organization. If a dispute is not resolved informally, the Parties agree to use the following process to attempt to resolve any dispute they may have related to the Organization:

- a. **Written Notice of Dispute.** Any Party with a dispute regarding the Organization may submit a written explanation of its dispute to the Organization and to each Party. The explanation of the dispute must be detailed, not repetitive of a dispute already addressed by the Board regarding the same Party, relate directly to a matter within the scope of the Organization or of the Board's powers, and must suggest a solution.
- b. **Review and Response by Board.** Upon the Organization's receipt of a written dispute, it shall be placed on the agenda of the Board's next scheduled regular meeting for consideration. The Board shall respond in writing to all properly submitted disputes within 60 days and shall provide each Party a copy of its response.
- c. **Mediation.** If the Party with the dispute is not satisfied with the Board's response, it may file a written request with the Organization for mediation. If the Party and the Board are not able to mutually agree on a mediator, the Party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator, as applicable.
- d. **Binding Arbitration.** If the dispute is not resolved in mediation, the aggrieved Party or the Board may initiate a binding arbitration process. The Parties agree the decision of the arbitrator shall be binding on the Organization and its Members. The arbitrator shall be mutually selected from the roster maintained by the Bureau of Mediation Services (BMS). In the event that the Party and Board cannot agree on an arbitrator, one shall be selected for the Parties by the Commissioner of BMS. Each party to the arbitration shall share equally in the cost of arbitration.

32-26. **Taxing District.** The Board shall study the feasibility of converting the NAFRS to a special protection taxing district or other form of special service taxing district and submit a report of its analysis, findings and recommendations to the Members on or before July 1, 2015.

33-27. **General Terms.**

- 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 Member's representatives for notification for all purposes are:

To City of Northfield:

City Administrator
City of Northfield
801 Washington St.
Northfield, MN55057-2565

To City of Dundas:

City Administrator
City of Dundas
PO Box 70
Dundas, MN 55019-0070

To Rural Fire:

Rural Fire Administrator
Northfield Rural Fire Protection District
PO Box 280
Dundas, Minnesota 55019

To Bridgewater Township:

Township Clerk
Bridgewater Township
PO Box 246
Dundas, MN 55019-0246

To Northfield Township:

Township Clerk
Northfield Township
11731 90th Street E.
Northfield, MN 55057

To Webster Township:

Township Clerk
Webster Township
PO Box 57
Webster, MN 55088

To Forest Township:

Township Clerk
Forest Township
13591 Fox Lake Trail
Faribault, MN 55021

To Waterford Township:

Township Clerk
Waterford Township
3847 321st Street West
Northfield, MN 55057

To Sciota Township:

Township Clerk
Sciota Township
30038 Alta Ave.
Northfield, MN 55057

To Greenvale Township:

Township Clerk
Greenvale Township
29292 Isle Ave., W.
Northfield, MN 55057

- 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. Such amendments shall be in the form of a resolution adopted by the Board or a resolution adopted by the governing body of a Party, as applicable, depending on which entity is proposing the amendment. 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, including those initiated by the Board, explaining the amendment and process for amendment consideration and adoption. The Board shall include in its report a proposed resolution reflecting 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 NAFRS and involve transactions relating to this Agreement.
- g. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Rice 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. **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.*
- i. **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.

- j. **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 Agreement.
- k. **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.
- l. **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.
- m. **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.

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 NORTHFIELD

Rhonda Pownell, Its Mayor

Date: _____

Deb Little, Its City Clerk

Date: _____

CITY OF DUNDAS

Glenn Switzer, Its Mayor

Date: _____

Jennelle Teppen, Its City Administrator

Date: _____

RURAL FIRE

_____, Its _____

Date: _____

_____, Its _____

Date: _____

BRIDGEWATER TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

NORTHFIELD TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

WEBSTER TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

FOREST TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

WATERFORD TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

SCIOTA TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

GREENVALE TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

EXHIBIT A

As of the Effective Date, the capital equipment owned by each of the Parties is as follows:

2014 Fire Vehicles List

Vin	Make	Model	Year	Dept	City ID #
1XPCHB8X3HN215887	PETE	FIRE TRUCK	1987	NORTHFIELD	8115
DPSMN931073	HMDE	DUCK TRLR	1993	NORTHFIELD	DUCK TRLR
1PBBB16M8P1000663	SPPR	BOAT TRLR	1993	NORTHFIELD	BOAT TRLR
5DT211F2221006996	ROADMASTER (RDMS)	DIVE TRAILER	2002	NORTHFIELD	DIVE TRLR
4EN6AAA8XD1007992	E-ONE	HP78 - LADDER TRUCK	2013	NORTHFIELD	8118
	BOAT			NORTHFIELD	BOAT
1PGBH5FC8FRHY1081	PMFB (Aerial)	FIRE TRUCK	1985	NORTHFIELD	8128
1FDXF47F22EA31718	FORD	CD DRW	2002	NORTHFIELD	8110
4P1CT0251YA000928	PIERCE	LANCE - HEAVY RESCUE	2000	NORTHFIELD	8120
TBD	PETER PERSH		1926	NORTHFIELD	PERSH
2109	EAGLE	RANGER TRAILER	2004	RURAL FIRE	RANGER TRLR
4XARD50A64D167437	POLARIS	RANGER	2004	RURAL FIRE	ATV
1HTWDAZR25J130341	INT'L	TANKER	2005	RURAL FIRE	8126
4S7HT2B915CO50783	SPARTAN	ENGINE	2005	RURAL FIRE	8125
2NPRHN8X79M772843	PETERBUILT	M340 Tanker	2009	RURAL FIRE	8116
1GC3K0CG1BZ359257	CHEVY	3500 PICKUP	2011	RURAL FIRE	8113
4XAUH88A2DB626690	POLARIS	RANGER	2013	RURAL FIRE	ATV
1YGU51417EV111873	ALUMA		2013	RURAL FIRE	RANGER TRLR

Updated January 2014

EXHIBIT B

As of the Effective Date, the equipment and personal property owned by the City of Northfield used for fire protection services and transferred to the NAFRS are as follows:

City of Northfield

Item	Amount	Price	Value
Air Packs (new price)	11	\$5,500	\$60,500
Air Bottles (new price)	22	\$900	\$19,800
*Bauer Compressor(new price)	1	\$45,000	\$45,000
Commercial Washer	1	\$20,000	\$20,000
Commercial Dryer	1	\$5,000	\$5,000
Residential Washer	1	\$500	\$500
Turn out Gear	15	\$2,500	\$37,500
Battery Charger	1	\$250	\$250
Hose & appliances	1	\$4,000	\$4,000
Pressure Washer	1	\$500	\$500
Shop Cabinets and Tools	1	\$5,000	\$5,000
8118 loose equipment	1	\$17,000	\$17,000
8128 loose equipment	1	\$17,000	\$17,000
8115 loose equipment	1	\$14,000	\$14,000
8125 loose equipment	1	\$5,000	\$5,000
Pagers	25	\$500	\$12,500
**800 MHZ Radio's	1	\$27,723	\$27,723
Total			\$291,273

Northfield Rural Fire Protection District

Item	Amount	Price	Value
Air Packs	11	\$5,500	\$60,500
Air Bottles	22	\$900	\$19,800
Turn out Gear	15	\$2,500	\$37,500
8125 loose equipment	1	\$17,000	\$17,000
8113 loose equipment	1	\$4,000	\$4,000
8116 loose equipment	1	\$10,000	\$10,000
8126 loose equipment	1	\$6,000	\$6,000
Pagers	25	\$500	\$12,500
Hose & appliances	1	\$4,000	\$4,000
Shop Cabinets and Tools	1	\$5,000	\$5,000
Total			\$176,300

Donated Items

Item	Amount	Price	Value
8110 loose equipment	1	\$12,000	\$12,000
8120 loose equipment	1	\$70,000	\$70,000
Dive Suits & equipment	10	\$3,000	\$30,000
Boat	1	\$10,000	\$10,000
Total			\$122,000

EXHIBIT D

Procedure for determining the allocation of costs among the Parties

Step 1: Get Estimated Market Values (EMV) and Populations for each of the members. The Auditors for Rice County and Dakota County provide the EMVs. The EMVs for a given year are finalized in the first week of February of each year. The population figures are available from the State Demographer.

The values used for determining the cost allocation for 2014, 2015, 2016 and 2017 are shown below:

	Estimated Market Value	EMV %	Population	Pop %
Northfield	\$1,129,244,200	54.9%	20,373	76.5%
Dundas	\$117,547,100	5.7%	1,407	5.3%
Bridgewater	\$270,341,600	13.1%	1,791	6.7%
Forest	\$119,961,600	5.8%	680	2.6%
Greenvale	\$182,029,900	8.8%	811	3.0%
Northfield (twp)	\$192,709,000	9.4%	843	3.2%
Sciota	\$4,253,800	0.2%	111	0.4%
Waterford	\$7,295,500	0.4%	332	1.2%
Webster	\$33,579,200	1.6%	268	1.0%
TOTAL	\$2,056,961,900	100.0%	26,616	100.0%

Step 2: Consolidate the above data for the Rural Fire District members:

	Estimated Market Value	EMV %	Population	Pop %
Northfield	\$1,129,244,200	54.9%	20,373	76.5%
Dundas	\$117,547,100	5.7%	1,407	5.3%
Rural Fire District	\$810,170,600	39.4%	4,836	18.2%
TOTAL	\$2,056,961,900	100.0%	26,616	100.0%

Step 3: Apply the agreed upon weight factors to EMV and Population to determine each Party's percentage contribution:

Characteristic	Weights
EMV	20%
Population	80%
	100%

Party Contribution Percentage Formula = (EMV Weight x EMV %) + (Pop Weight x Pop %).

For example, the Party Contribution Percentage allocated to Northfield based on the above data is calculated as follows:

$$\text{Northfield percentage} = 20\% \times 54.9\% + 80\% \times 76.5\%$$

The respective Party Contribution allocation percentages for 2014, 2015, 2016 and 2017 based on the above formula and data are shown below:

Party Contribution Percentages	
Northfield	72.22%
Dundas	5.37%
Rural Fire District	22.41%
	<hr/>
	100.00%

Therefore, if the total 2014 budget for NAFRS operations is \$475,000, the amount allocated to each party is:

	Party Contribution %	Party Contribution \$
Northfield	72.22%	\$343,022
Dundas	5.37%	\$25,517
Rural Fire District	22.41%	\$106,462
	<hr/>	<hr/>
	100.00%	\$475,000

Step 1: Get the Estimated Market Value of Improvements (EMVI) and Populations for each of the members. Get the fire call history for the previous three years. The EMVI is to be obtained from the Rice and Dakota County Auditors. The Population is to be obtained from the State Demographer. The fire call history is to be obtained from NAFRS.

Step 2: Consolidate the EMVI, Population and Fire Call data for the townships in the Rural Fire District.

Step 3: Determine whether Rescue Squad related costs paid by NAFRS exceed \$75,000 for each year of a two-year continuous period. If so then rescue calls will be added to fire calls.

Step 4: Calculate the three-year average of fire calls (or fire calls plus rescue calls if so determined in Step 3) for each of the Parties. A fire call is counted if:

- a. It occurs in the NAFRS service area. Consequently, it occurs in either a township, Dundas or Northfield. All calls in townships will be attributed to the Rural Fire District.
- b. A report has been submitted to the National Fire Incident Reporting System.

Step 5: Apply the following weighting factors for EMVI, Population and Average Fire Calls to determine each Party's' obligation.

EMVI	33%
Population	33%
Fire Calls	34%

EXAMPLE:

Step 1: Current data for Estimated Market Value of Improvements and Population:

Member	EMVI	Population
Northfield	\$1,035,768,030	20,355
Dundas	\$99,003,200	1,490
Bridgewater	128,172,500	1,837
Forest	60,085,700	682
Greenvale	76,394,800	823
Northfield	62,582,200	869
Sciota	11,894,400	114
Waterford	39,708,100	333
Webster	18,689,900	278

Step 2: Consolidate the data for the townships in the Rural Fire District.

Rural Fire District	EMVI	Population
Bridgewater	128,172,500	1,837
Forest	60,085,700	682
Greenvale	76,394,800	823
Northfield	62,582,200	869
Sciota	11,894,400	114
Waterford	39,708,100	333
Webster	18,689,900	278
	<u>397,527,600</u>	<u>4,936</u>

Step 3: Calculate the rescue squad related costs paid by NAFRS and the percentage of these costs compared to NAFRS operating and capital budget for the year. These costs are determined as follows, using 2017 costs in the example:

Capital equipment	\$0	
Small equipment	\$0	
Maintenance	\$10,000	equipment maintenance, fuel, insurance
Rent	\$1,600	use \$5.00 /sq ft for the upgraded facility
Operations	\$6,000	8% of NAFRS facility budget
Personnel	\$1,900	Captain's pay + employers contribution to FICA, Medicare
Total	\$19,500	

The total NAFRS contribution to the Rescue Squad for this year was \$19,500.

Step 4: Calculate the average of fire calls for the previous 3 years:

JPA Party	Year 1	Year 2	Year 3	Average
Northfield	208	221	211	213
Dundas	7	10	11	9
Rural Fire District	41	37	34	37

Step 5: Apply the weighting factors to determine the percentage contribution for each Party

	EMVI (pavable 2018)	EMVI %	Population (2016)	Population %	Fire Calls Average	Call %
Northfield	\$1,035,768,030	67.6%	20,355	76.0%	213	82.2%
Dundas	\$99,003,200	6.5%	1,490	5.6%	9	3.5%
Rural Fire District	\$397,527,600	25.9%	4,936	18.4%	37	14.3%
	\$1,532,298,830	100.0%	26,781	100.0%	259	100.0%

Party	Formula	JPA Percentage
Northfield	$67.6\% \times 33\% + 76.0\% \times 33\% + 82.2\% \times 34\% =$	75.29%
Dundas	$6.5\% \times 33\% + 5.6\% \times 33\% + 3.5\% \times 34\% =$	5.17%
Rural Fire District	$25.9\% \times 33\% + 18.4\% \times 33\% + 14.3\% \times 34\% =$	19.54%

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
FIRE PROTECTION AND RESCUE SERVICES**

THIS AMENDED AND RESTATED AGREEMENT (the “Agreement”) is made and entered as of August 5, 2019 by and between the City of Northfield, Rice County, Minnesota, 801 Washington Ave., a municipal corporation under the laws of the State of Minnesota (“Northfield”); the City of Dundas, Rice County, Minnesota, 216 Railway Street N., a municipal corporation under the laws of the State of Minnesota (“Dundas”); and the Northfield Rural Fire Protection District, PO Box 280, Dundas, Minnesota 55019, a joint powers board formed pursuant to Minnesota Statutes, section 471.59 (comprised of Bridgewater Township, Northfield Township, Webster Township, and Forest Township in Rice County, and Waterford Township, Sciota Township, and Greenvale Township in Dakota County, Minnesota) (hereinafter referred to as “Rural Fire”); (collectively Northfield, Dundas and Rural Fire are hereinafter referred to as the “Parties”).

Recitals

WHEREAS, the Parties hereto and each of the undersigned Members are each authorized by law to provide fire protection and rescue services to their respective residents; and

WHEREAS, the Parties hereto have determined that such power may best be exercised jointly; and

WHEREAS, Minnesota Statutes, section 471.59 authorizes two or more governmental units by agreement of their governing bodies jointly to exercise any power common to the contracting parties and provide for a joint board representing the parties to the agreement; and

WHEREAS, Northfield and Rural Fire respectively own firefighting/rescue equipment listed in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Northfield owns a fire station located at 300 W. 5th St., Northfield, (the “Fire Station”), as well as the real property upon which the Fire Station sits; and

WHEREAS, fire protection services have previously been provided by Northfield through the Northfield Fire Department by means of a service contract between Northfield, as the service provider, and Dundas and Rural Fire, as the service recipients; and

WHEREAS, Northfield presently operates the Northfield Fire Department with an efficient staff of firefighters, including a fire chief, other fire officers and paid on call firefighters; and

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

WHEREAS, the Parties entered into a Joint Powers Agreement - Fire Protection and Rescue Services, dated April 1, 2014 (referred to herein as the “Original JPA”); a First

Amendment to the Original JPA, dated April 3, 2018 (referred to herein as the “First Amendment”); and a Second Amendment to the Original JPA, dated June 19, 2018 (referred to herein as the “Second Amendment”); and

WHEREAS, the Parties now desire to further amend the Original JPA, as amended by the First Amendment and the Second Amendment, as provided herein, and agree that this Amended and Restated Joint Powers Agreement shall govern, supersede and replace in its entirety the Original JPA, as amended.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers pursuant to Minnesota Statutes, section 471.59, agree as follows:

1. **Name**. The Parties and undersigning Members do hereby establish a joint fire department to be called the “NORTHFIELD AREA FIRE AND RESCUE SERVICE”, (the “Organization” or “NAFRS”).
2. **Purpose**. The purpose of this Agreement is to establish the joint Organization governed by a joint governance board pursuant to Minnesota Statutes, section 471.59 for the purposes of providing fire protection, suppression, prevention, technical rescue and non-transport emergency medical services (the “fire services”) for the Parties within the fire services area established herein.
3. **Members**. The initial Members of the Organization (“Members”) shall consist of the following units of government:
 - a. City of Northfield,
 - b. City of Dundas,
 - c. Rural Fire,
 - d. Bridgewater Township,
 - e. Northfield Township,
 - f. Webster Township,
 - g. Forest Township,
 - h. Waterford Township,
 - i. Sciota Township, and
 - j. Greenvale Township
4. **Service Area**. The NAFRS shall provide fire and rescue services as outlined herein in the service area shown in Exhibit C, which is attached hereto and incorporated herein by reference.
5. **Governance**. A joint powers board (the “Board”) is hereby created for the governance of the Organization and to facilitate the performance of this Agreement throughout its life.

Such Board shall have the powers specifically given herein and shall have the power to make recommendations to the Members to improve cooperation and efficiency in carrying out the intent of this Agreement and to make recommendations for amendments and supplements to this Agreement.

- a. **Board Membership.** The Board shall consist of eight (8) Board members (the “Board members”); with five (5) Board members appointed by the Northfield City Council, two (2) Board members appointed by Rural Fire, and one (1) Board member appointed by the Dundas City Council. The City Administrators of Northfield and Dundas, the Administrator/Director of Rural Fire, the Fire Chief, the Northfield Public Safety Director (or Northfield Police Chief if there is no Northfield Public Safety Director) and the Director of Emergency Medical Services for the Northfield Hospital will serve as ex-officio, non-voting members of the Board. Board members will be appointed for 3 year terms. Board members must reside within the area served by the NAFRS. For purposes of this Agreement, Rural Fire shall act as the representative of the township government members hereto on the Board, unless otherwise provided herein, exercising all powers and duties and such governmental approvals as are required in this Agreement on behalf of the township government members.

No employee, full or part-time, of NAFRS shall serve as a member of the Board.

- b. **Initial Board Members.** Prior to the Effective Date stated herein, the Parties shall appoint their respective Board members by resolution adopted by their respective governing bodies. Notwithstanding paragraph 5.a. providing that Board members will be appointed for 3 year terms, the appointments to the initial Board, as provided in this paragraph, shall establish staggered terms for the subsequent 3 year appointment of all Board members to the Board by the respective Parties. The initial Board members shall be appointed by the respective Parties, as follows:

- i. Northfield’s five (5) Board members:

1. 1 Board member shall be appointed for a 1 year term;
2. 2 Board members shall be appointed for 2 year terms; and
3. 2 Board members shall be appointed for 3 year terms.

- ii. Dundas’ one (1) Board member:

1. 1 Board member shall be appointed for a 3 year term.

- iii. Rural Fire's two (2) Board members:
 - 1. 1 Board member shall be appointed for a 1 year term; and
 - 2. 1 Board member shall be appointed for a 3 year term.
- c. **Chair and Vice Chair.** The Board shall elect from its voting Board members a Chair and Vice Chair at its first meeting and annually thereafter at its first meeting of the calendar year. The Chair shall act as the presiding officer at all Board meetings and the Vice-Chair shall so act in the absence of the Chair.
- d. **Compensation.** Board members shall serve without compensation.
- e. **Meetings.**
 - i. 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.
 - ii. A majority of the Board members shall constitute a quorum at any meeting held by the Board for purposes of conducting business.
 - iii. 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.
 - iv. Procedures of the Board shall be governed by Robert's Rules of Order, and the Board may adopt other rules of procedure, decorum and bylaws not inconsistent with this Agreement and consistent with standard custom and practice for meetings of local government units.
 - v. Each Board member must attend a minimum of 75% of the Board meetings to be held each calendar year. Failure to maintain this attendance requirement will require the appropriate appointing governing body to make another appointment to the Board. If desired by the appropriate appointing governing body, the same individual may be reappointed.
 - vi. Each Board member shall have one vote.
 - vii. Proxy voting by Board members is not permitted.
 - viii. Meetings of the Board shall comply with the Minnesota Open Meeting Law.
- f. **Powers and Duties of the Board.** 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 purpose of the Organization as set out in this Agreement including, but not limited to, all of the following:

- i. To control and direct the administration of the affairs of the NAFRS;
- ii. To make recommendations to the governing bodies of the Parties relating to the NAFRS;
- iii. To submit a proposed annual NAFRS budget to the governing body of each party before August 1 in each year;
- iv. To establish an administrative/organization structure;
- v. To establish and execute operating and capital improvement budgets;
- vi. To receive and disburse funds, purchase and sell equipment, and fund all operations of the NAFRS;
- vii. To enter into contracts and mutual aid agreements as necessary to carry out the functions and operations of the NAFRS;
- viii. To comply with all public laws applicable to the Members individually, including, but not limited to, the Minnesota Open Meeting Law, Minnesota Government Data Practices Act, and the Minnesota Uniform Municipal Contracting Law;
- ix. To hire and terminate the Fire Chief;
- x. To contract with consultants, including, but not limited to, accountants, auditors, the fiscal agent, engineers, architects, and legal counsel or other services professionals as it determines is necessary and convenient;
- xi. To manage, own, lease and operate equipment, vehicles and facilities and buildings;
- xii. To perform those functions necessary for protection of the public as authorized by law;
- xiii. To allocate costs to service recipients and make all operational and fire services decisions;
- xiv. To establish policy and procedures and safety regulations for operations and fire services;
- xv. To insure and indemnify the Organization, its Members, Board and employees;
- xvi. To cause reports, plans, studies, and recommendations to be prepared;
- xvii. To consider applications from additional local units of government for membership in the Organization;
- xviii. To adopt bylaws, rules, personnel policies, guidelines, and regulations for employees and the operation of the Organization and its vehicles, equipment, facilities and buildings;

- xix. To annually establish and update a capital improvement program/finance plan (including an equipment replacement schedule) of not less than ten (10) years' duration;
 - xx. To purchase or lease land, and to cause the construction of buildings to implement the purposes of the Organization, except that any purchase of land or construction of a new building or facility must be approved by all of the Parties respective governing bodies;
 - xxi. To lease or purchase equipment (including capital equipment) and supplies necessary for the proper operation, care, maintenance, and preservation of the Organization;
 - xxii. To incur debt, as allowed by law, and approve financial obligations of the Organization, subject to approval by all of the Parties respective governing bodies;
 - xxiii. To acquire, operate, maintain, replace, and dispose of Organization vehicles, equipment, and supplies as may be deemed expedient in carrying out the purposes of this Agreement;
 - xxiv. To continue a Firefighters' Relief Association for the benefit of the Organization, including the power to determine whether to approve a pension benefit increase, and to make such contribution to the fund of the Firefighters' Relief Association as the Board deems appropriate or as is required by law; and
 - xxv. To exercise such other powers of the Organization as are necessary to carryout, and that are consistent with, the purposes of this Agreement.
- g. **Annual Report**. The Board will submit an annual fire department/fire services report by July 1 to the governing bodies of the Members. The report shall include, at minimum, the following:
- i. Budget and actual for the current year of all revenues and expenditures for all operation;
 - ii. Budget projections for the following 2 years;
 - iii. Income statement and balance sheet for the current year and the previous 2 years;
 - iv. Description of fire services provided to Members;
 - v. Description of present vehicles and facilities and potential needs;
 - vi. Fire district calls by type (rural, urban, I-35, rescue, fire);
 - vii. Response time (rural, urban, I-35);
 - viii. Organization chart;
 - ix. List of officers and number of employees;
 - x. Number of firefighters responding (rural, urban, I-35);

- xi. Summary of Insurance Services Organization (ISO) scoring and rating;
and
 - xii. Such other information as deemed necessary or relevant to Members regarding NAFRS operations.
- h. **Bylaws**. The Board shall have the authority to adopt bylaws establishing its own procedures consistent with this Agreement. The Board may amend its bylaws by majority vote of all of the Board members.
- i. **Disbursements**. Except as otherwise provided, all unbudgeted disbursements and expenditures of the Organization shall be approved by the Board. All checks issued by the NAFRS from NAFRS funds shall be co-signed by two officials designated by the Board.
- j. **Annual Audit**. The Board shall cause to be made an annual, independent, financial audit of the books and records of the NAFRS, 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 its Members 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 NAFRS internal and financial control environment as required by current professional auditing standards.

6. **Budget**.

- a. **Organization Budget**. The Parties agree that annually, prior to August 1 of each calendar year of this Agreement, the Board shall develop and approve a budget of operating expenses and capital expenditures for the ensuing calendar year and present the same to the Parties for their consideration and approval on or before August 1. The budget prepared by the Board shall consist of the entire cost of operation of the NAFRS, including capital contributions and contributions to the firefighters relief association.
- b. **Review of Board Budget**. On or before September 30 in each year, the governing bodies of each of the Parties shall act to approve or disapprove the NAFRS budget submitted by the Board for the next calendar year. If the governing bodies of the Parties disagree on budget approval, then they shall forthwith convene a meeting of the Parties' governing bodies to consider the matter. Until the new budget is approved by the Parties' governing bodies, continuing NAFRS expenditures shall be in accord with the last approved budget.

- c. **Budget Report.** The Board shall prepare interim financial statements, in form and content consistent with Generally Accepted Accounting Principles (GAAP), and submit them to the Parties at least quarterly, within thirty (30) days following the close of the calendar quarter.

7. **Funding.**

- a. **Party Contributions.** The NAFRS shall be funded by the participating Parties as provided herein. Each Party shall contribute an allocated share (“Party Contribution”) of the total operating budget (capital and operating expenses and relief association contribution) of the NAFRS. The amount of the Party Contribution respectively for fiscal year 2014, 2015, 2016 and 2017 shall be:

i. Northfield	72.22%
ii. Rural Fire	22.41%
iii. Dundas	5.37%

- b. **Adjustment Process.** The Party Contributions shall be updated every two years starting with the year 2019 for the 2020 budget in accordance with the procedure described in Exhibit D, which is attached hereto and incorporated herein by reference. Annual Party Contributions will be determined by the process described in Exhibit D. The population numbers used to calculate annual Party Contributions will be those most recently certified by the Minnesota State Demographer. The Estimated Market Values of Improvements will be those most recently certified by the relevant County Auditors for the Members’ respective jurisdictions. Fire Calls will be those reported to the National Fire Incident Reporting System by the Northfield Area Fire and Rescue Service (NAFRS) and occurring in the NAFRS service area.

- c. **Invoice and Schedule of Payments.** The NAFRS shall invoice each Party in an amount equal to one half of that Party’s share of the annual budget on a semi-annual basis. The invoice shall be itemized showing a break down of the Parties’ Contribution to operations, capital equipment, relief association, etc., and such other itemization as requested or required by the Parties to know and understand completely their respective Party Contributions to the NAFRS. The Parties shall be invoiced at least thirty (30) days before payments are due to the NAFRS; payments being due and payable no later than the following schedule:

i. First Half:	January 1
ii. Second Half:	July 1

8. **Accounting.** The Board shall arrange for all necessary accounting and related recordkeeping services, consistent with Generally Accepted Accounting Principles (GAAP) and taking into consideration the organization's internal financial control measures, technical competencies of NAFRS employees, and administrative efficiency. Such services may be performed by NAFRS employees or by contractual arrangement or by a combination thereof. Such services shall include but shall not be limited to the following:

- a. Assist in the preparation of budgets and audits;
- b. Prepare monthly financial statements;
- c. Keep and maintain all financial records; and
- d. Oversee the collection and management of funds.

9. **Insurance.**

- a. The Organization 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 NAFRS to fully indemnify the Organization, the Board, the Parties and its Members for actions or omissions of the Organization, the Board, the Parties and its Members arising out of this Agreement as well as for employees, vehicles, personal property, facilities and buildings.
- b. The level of insurance maintained for each identified category provided in paragraph 9.a. 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.
- c. Additionally, the Organization shall maintain workers' compensation coverage for its employees equal to the statutory limits.
- d. Each Member shall be named as an additional insured on the Organization's insurance.

10. Liability and Indemnification.

- a. The NAFRS shall be considered a separate and distinct public entity to which the Parties and Members have transferred all responsibility and control for actions taken pursuant to this Agreement. NAFRS 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.
- b. To the full extent permitted by law, this Agreement and the activities carried out hereunder are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties and Members that they, together with the Organization, shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. Furthermore, for purposes of Minnesota Statutes, section 471.59, subdivision 1a, each Party and Member to this Agreement expressly declines responsibility for the acts or omissions of the other Parties and Members. 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 or Members, whether set forth in Minnesota Statutes, chapter 466 or otherwise.
- c. The Organization shall hold the Parties and Members harmless, individually and collectively, and will defend and indemnify the Parties and Members, their officers, employees, and agents, for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by the Organization. The Organization’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 Organization or any or all Parties or Members 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 1(a). The Organization’s obligation under this section shall survive the termination of this Agreement.
- d. Under no circumstances shall a Party or Member be required to pay on behalf of itself and other Parties or Members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any other Party or Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

- e. The Parties and Members to this Agreement are not liable for the acts or omissions of the others except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties or Members.
 - f. If a Member has procured or extended insurance coverage pursuant to Minn. Stat. §§ 466.06 or 471.981 in excess of 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 Member's liability for the claim, if any.
 - g. If a damage award is higher than the NAFRS' insurance limits, the Parties agree that excess damages shall be paid proportionally based on each Parties' Party Contribution as of the date of the occurrence of the injury which caused the damage.
11. **New Members.** Another governmental unit may be added to this Agreement upon the unanimous approval of all the governing bodies of the Parties. If approved, the rights and obligations of the new party shall be set forth in a writing amending this Agreement and the new Member shall be fully obligated and bound by the terms of this Agreement as amended. The new Member, based upon a duly adopted resolution of its governing body, shall execute the amended Agreement and file it with the NAFRS. A new Member shall not be compensated for any equipment donated to the NAFRS. A new Member shall not have an interest in any assets upon withdrawal or dissolution until the new Member has been a Member of the Organization for a period of ten (10) continuous years.
12. **Mutual Aid Agreements.** The NAFRS may enter into mutual aid and other service contracts to provide services to other jurisdictions. Such contracts require the consent of a majority of the Board.
13. **Firefighters Relief Association.** The NAFRS shall be responsible for supporting and funding the Northfield Firefighter's Relief Association ("Relief Association"), including any under-funded amount in accordance with Minnesota Statutes. The NAFRS shall contact the Relief Association regarding this organizational change immediately following the Effective Date and request that the Relief Association take all actions necessary to change its enabling documents and bylaws accordingly to allow existing and new employees of the NAFRS to be eligible for membership in the Relief Association.

The Parties agree to contribute to the Relief Association annually through the Organization's budget and Party Contribution process. The Relief Association is a separate and independent organization apart from the NAFRS. It is up to the Relief Association to manage its accounts and allow pension benefit changes appropriate under the "fully funded" definition provided by Minnesota State Statutes as substantiated by an actuarial survey performed by a professional accounting firm. As relief and pension benefits change, each Party agrees to guarantee the payment of pension benefits at the level established, providing that any benefit increases meet the requirement of "fully funded" as defined by appropriate Minnesota State Statutes as substantiated by an actuarial survey performed by a professional accounting firm. Notwithstanding the preceding sentence, each Party's obligation to guarantee the payment of said pension benefits shall be limited to that percentage of the pension benefits which equals the Party's Party Contribution.

14. **Compliance with Laws.** The NAFRS shall be responsible for compliance with all Federal and State regulations, standards and requirements. NAFRS shall at all times be in compliance with such equipment, personnel and training standards as may be required by law.

15. **Personnel.**

- a. The Board shall ensure continuance of a strong volunteer, paid on call fire service.
- b. On the Effective Date, all personnel of the City of Northfield Fire Department shall become employees of the Organization and the Organization shall thereafter be solely responsible for all aspects related thereto, including compensation of employees.
- c. **Rules, Policies and Procedures.** The NAFRS must promptly, following the Effective Date, adopt rules, policies, procedures, bylaws and regulations governing operation, management, department structure, personnel administration and all other like matters related to the Organization and its personnel and operations. Until such rules, policies, procedures, bylaws and regulations have otherwise been established or changed by the Board, the Northfield employee handbook, standard operating guidelines, and related regulations of Northfield pertaining to the Northfield Fire Department are adopted hereby by the NAFRS and shall apply to the NAFRS and its personnel, except to the extent superseded by this Agreement, upon the Effective Date.

- d. **Fire Chief.** The Fire Chief shall be responsible to the Board for the efficient and effective operations of the Organization; the hiring, termination, supervision, discipline and the direction of all NAFRS personnel; maintaining a succession plan and leadership training program for all officers of the NAFRS; hiring and discharging full and part-time employees as the Fire Chief deems necessary in the best interest of the NAFRS; the establishment of rules of conduct for personnel of the NAFRS; and carrying out the policies and procedures adopted by the Board and such other responsibilities and duties as are established by the Board from time to time. The Fire Chief shall be appointed by the Board and serve at the pleasure of the Board. The Fire Chief shall be chosen by the Board based on training, experience, administrative and other qualifications. The Fire Chief shall be appointed by the Board for an indefinite term and may be removed by the Board at any time in the Board's sole discretion.

16. **Equipment.**

- a. **Existing Equipment Listed in Exhibit A.** Northfield and Rural Fire respectively own the firefighting/rescue equipment listed in Exhibit A, which is attached hereto and incorporated herein by reference. In the event a listed item is later traded or sold by the NAFRS, the trade-in value or selling price shall be credited to the next annual Party Contribution of the Party owning the piece of listed equipment traded or sold. On the Effective Date, the Equipment listed in Exhibit A shall be leased to the NAFRS for use in NAFRS operations. Northfield and Rural Fire shall execute an Equipment Lease Agreement with NAFRS respectively leasing the above listed equipment for One Dollar (\$1.00) each paid by NAFRS to Northfield and Rural Fire, respectively. The lease term for each lease shall be for a period ending upon the dissolution of the NAFRS or the withdrawal of the owning Party, whichever comes first. Termination or withdrawal shall be as otherwise provided in this Agreement with respect to disposition of assets.

- b. **Disposition of Other Equipment and Personal Property of City of Northfield Fire Department to NAFRS.** In addition to the foregoing, on the Effective Date, all other equipment and personal property of the City of Northfield Fire Department used to provide fire protection services and listed in Exhibit B, which is attached hereto and incorporated herein by reference, shall be leased to the NAFRS. Northfield shall execute an Equipment Lease Agreement with NAFRS leasing the above listed equipment and personal property for One Dollar (\$1.00) paid by NAFRS to Northfield. The lease term shall be for a period ending upon the dissolution of the NAFRS or the withdrawal of Northfield, whichever comes

first. In the event a listed item is later traded or sold by the NAFRS, the trade-in value or selling price shall be credited to next annual Party Contribution of Northfield. Termination or withdrawal shall be as otherwise provided in this Agreement with respect to disposition of assets. The Northfield Equipment Lease Agreement referenced above in paragraph 16.a. and this lease may be the same instrument.

- c. **New Equipment Purchased Following Effective Date.** The NAFRS will maintain vehicles and equipment supported by a replacement and refurbishment schedule, which will be reviewed and updated at least annually by the Board and included in the budget. The Parties shall each acquire an undivided interest as part owner of any equipment and vehicles purchased by NAFRS following the Effective Date in the proportion of each Party's Contribution. If an item of equipment or a vehicle is purchased with installments payable over a period of years, then the relative undivided ownership interests of the Parties in the equipment or vehicle shall be computed in accordance with the percentage share each Party contributed to each installment. Title to equipment and vehicles purchased by NAFRS will be held by the NAFRS. The Parties agree to establish an equipment replacement fund, not to exceed \$100,000 in annual contributions, except by agreement of the Parties. Contributions by Parties for capital equipment shall be as part of the approved budget and included in the respective Party Contributions.

A master fire department inventory of all newly jointly purchased items will be maintained by the NAFRS. The inventory will indicate a description of the item, identification or serial numbers, fire department 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 NAFRS fire department fund for use in equipment purchases.

17. **Land and Buildings.**

- a. **Existing Land and Buildings.** Northfield owns a fire station and land upon which it sits located at 300 W. 5th St., Northfield (the "Fire Station"), which prior to the establishment of the NAFRS was used by the City of Northfield Fire Department. Northfield shall execute a Fire Station Lease Agreement (the "lease") with NAFRS leasing the above-referenced land and building to NAFRS for the use thereof by NAFRS for amounts to be paid by NAFRS (the "rent") as contained in the lease and in accordance with those other terms and conditions contained in the lease. Northfield shall remain the owner of the Fire Station and

the real property upon which it is located at all times during the term of the lease. Any maintenance, alterations or improvements to the Fire Station shall be the financial responsibility of the NAFRS, and the NAFRS shall be responsible for managing and overseeing such maintenance, alterations or improvements.

- b. **Insurance for Existing Building.** Northfield shall insure the existing Fire Station building. NAFRS shall reimburse Northfield for the costs to insure the existing Fire Station building.
 - c. **New Land and Buildings.** All new joint buildings and land may be owned and to the extent permitted by law, financed by the NAFRS. The cost of new or upgraded facilities must be approved by all the Parties to this Agreement. The NAFRS shall be responsible for managing and overseeing the construction of any new joint buildings.
 - d. **Future Fire Facility.** NAFRS shall make a recommendation to the Parties on the location, cost, ownership and financing of an upgraded or new fire facility.
18. **Allocation of Resources.** The Parties recognize that occasions will arise on which demand for services outlined in this Agreement will exceed the resources available for provision of such services. In such circumstances, NAFRS shall use its best judgment to prioritize the delivery of services. The NAFRS shall have complete discretion in prioritizing the delivery of services pursuant to this Agreement.
19. **Adoption of Uniform Fire Code.** Each Member agrees to take actions necessary to apply the current Minnesota State Fire Code.
20. **Effective Date.** The effective date (“Effective Date”) shall be September 1, 2014. The Effective Date is the date that all provisions of this Agreement shall be implemented in full transferring all fire service operations to NAFRS, provided however, that all the Parties hereto have adopted a resolution approving this Agreement and authorizing its execution, and the Agreement has been executed by the authorized representatives of the Parties.
21. **Term.** This Agreement shall remain in effect until it is terminated in a manner provided herein.
22. **Termination.** This Agreement shall terminate and the Organization 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 constituting a majority of the Parties hereto, agree to dissolve the Organization and terminate this Agreement. A termination of this Agreement under this mechanism shall not be effective for at least 12 months from its approval by a majority of the Parties, unless an earlier termination date is approved by all the Parties.
- b. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- c. 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.

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

- a. The Board may determine to sell and liquidate any and all non-monetary Organization 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 NAFRS among themselves. The remaining property jointly acquired by the Organization 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 Organization 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 Organization at the time of dissolution.

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

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

24. **Withdrawal of a Party.** A Party may withdraw from this Agreement by providing at least twelve (12) 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 NAFRS, and the remaining Parties decide to continue the operations of the NAFRS under the terms of this Agreement, including any amendment(s) thereto to change the allocation formulas, the withdrawing Party shall be entitled to distribution under paragraph 23.b. and the remaining Parties shall pay the withdrawing Party for its interest in the Organization's assets and funds in proportion to the percentage of annual contribution of funds by the Party to the Organization at the time of withdrawal.

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

25. **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 Organization. If a dispute is not resolved informally, the Parties agree to use the following process to attempt to resolve any dispute they may have related to the Organization:

- a. **Written Notice of Dispute.** Any Party with a dispute regarding the Organization may submit a written explanation of its dispute to the Organization and to each Party. The explanation of the dispute must be detailed, not repetitive of a dispute already addressed by the Board regarding the same Party, relate directly to a matter within the scope of the Organization or of the Board's powers, and must suggest a solution.
- b. **Review and Response by Board.** Upon the Organization's receipt of a written dispute, it shall be placed on the agenda of the Board's next scheduled regular meeting for consideration. The Board shall respond in writing to all properly submitted disputes within 60 days and shall provide each Party a copy of its response.
- c. **Mediation.** If the Party with the dispute is not satisfied with the Board's response, it may file a written request with the Organization for mediation. If the Party and the Board are not able to mutually agree on a mediator, the Party and the Board

shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator, as applicable.

- d. **Binding Arbitration.** If the dispute is not resolved in mediation, the aggrieved Party or the Board may initiate a binding arbitration process. The Parties agree the decision of the arbitrator shall be binding on the Organization and its Members. The arbitrator shall be mutually selected from the roster maintained by the Bureau of Mediation Services (BMS). In the event that the Party and Board cannot agree on an arbitrator, one shall be selected for the Parties by the Commissioner of BMS. Each party to the arbitration shall share equally in the cost of arbitration.

26. **Taxing District.** The Board shall study the feasibility of converting the NAFRS to a special protection taxing district or other form of special service taxing district and submit a report of its analysis, findings and recommendations to the Members on or before July 1, 2015.

27. **General Terms.**

- 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 Member's representatives for notification for all purposes are:

To City of Northfield:

City Administrator
City of Northfield
801 Washington St.
Northfield, MN55057-2565

To City of Dundas:

City Administrator
City of Dundas
PO Box 70
Dundas, MN 55019-0070

To Rural Fire:

Rural Fire Administrator
Northfield Rural Fire Protection District
PO Box 280
Dundas, Minnesota 55019

To Bridgewater Township:

Township Clerk
Bridgewater Township
PO Box 246
Dundas, MN 55019-0246

To Northfield Township:

Township Clerk
Northfield Township
11731 90th Street E.
Northfield, MN 55057

To Webster Township:

Township Clerk
Webster Township
PO Box 57
Webster, MN 55088

To Forest Township:

Township Clerk
Forest Township
13591 Fox Lake Trail
Faribault, MN 55021

To Waterford Township:

Township Clerk
Waterford Township
3847 321st Street West

Northfield, MN 55057

To Sciota Township:

Township Clerk
Sciota Township
30038 Alta Ave.
Northfield, MN 55057

To Greenvale Township:

Township Clerk
Greenvale Township
29292 Isle Ave., W.
Northfield, MN 55057

- 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. Such amendments shall be in the form of a resolution adopted by the Board or a resolution adopted by the governing body of a Party, as applicable, depending on which entity is proposing the amendment. 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, including those initiated by the Board, explaining the amendment and process for amendment consideration and adoption. The Board shall include in its report a proposed resolution reflecting 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 NAFRS and involve transactions relating to this Agreement.

- g. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Rice 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. **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.*
- i. **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.
- j. **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 Agreement.
- k. **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.
- l. **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.
- m. **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.

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 NORTHFIELD

Rhonda Pownell, Its Mayor

Date: _____

Deb Little, Its City Clerk

Date: _____

CITY OF DUNDAS

Glenn Switzer, Its Mayor

Date: _____

Jennelle Teppen, Its City Administrator

Date: _____

RURAL FIRE

_____, Its _____

Date: _____

_____, Its _____

Date: _____

BRIDGEWATER TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

NORTHFIELD TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

WEBSTER TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

FOREST TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

WATERFORD TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

SCIOTA TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

GREENVALE TOWNSHIP

_____, Its Chair

Date: _____

_____, Its Town Clerk

Date: _____

EXHIBIT A

As of the Effective Date, the capital equipment owned by each of the Parties is as follows:

2014 Fire Vehicles List

Vin	Make	Model	Year	Dept	City ID #
1XPCHB8X3HN215887	PETE	FIRE TRUCK	1987	NORTHFIELD	8115
DPSMN931073	HMDE	DUCK TRLR	1993	NORTHFIELD	DUCK TRLR
1PBBB16M8P1000663	SPPR	BOAT TRLR	1993	NORTHFIELD	BOAT TRLR
5DT211F2221006996	ROADMASTER (RDMS)	DIVE TRAILER	2002	NORTHFIELD	DIVE TRLR
4EN6AAA8XD1007992	E-ONE	HP78 - LADDER TRUCK	2013	NORTHFIELD	8118
	BOAT			NORTHFIELD	BOAT
1PGBH5FC8FRHY1081	PMFB (Aerial)	FIRE TRUCK	1985	NORTHFIELD	8128
1FDXF47F22EA31718	FORD	CD DRW	2002	NORTHFIELD	8110
4P1CT0251YA000928	PIERCE	LANCE - HEAVY RESCUE	2000	NORTHFIELD	8120
TBD	PETER PERSH		1926	NORTHFIELD	PERSH
2109	EAGLE	RANGER TRAILER	2004	RURAL FIRE	RANGER TRLR
4XARD50A64D167437	POLARIS	RANGER	2004	RURAL FIRE	ATV
1HTWDAZR25J130341	INT'L	TANKER	2005	RURAL FIRE	8126
4S7HT2B915CO50783	SPARTAN	ENGINE	2005	RURAL FIRE	8125
2NPRHN8X79M772843	PETERBUILT	M340 Tanker	2009	RURAL FIRE	8116
1GC3K0CG1BZ359257	CHEVY	3500 PICKUP	2011	RURAL FIRE	8113
4XAUH88A2DB626690	POLARIS	RANGER	2013	RURAL FIRE	ATV
1YGU51417EV111873	ALUMA		2013	RURAL FIRE	RANGER TRLR

Updated January 2014

EXHIBIT B

As of the Effective Date, the equipment and personal property owned by the City of Northfield used for fire protection services and transferred to the NAFRS are as follows:

City of Northfield

Item	Amount	Price	Value
Air Packs (new price)	11	\$5,500	\$60,500
Air Bottles (new price)	22	\$900	\$19,800
*Bauer Compressor(new price)	1	\$45,000	\$45,000
Commercial Washer	1	\$20,000	\$20,000
Commercial Dryer	1	\$5,000	\$5,000
Residential Washer	1	\$500	\$500
Turn out Gear	15	\$2,500	\$37,500
Battery Charger	1	\$250	\$250
Hose & appliances	1	\$4,000	\$4,000
Pressure Washer	1	\$500	\$500
Shop Cabinets and Tools	1	\$5,000	\$5,000
8118 loose equipment	1	\$17,000	\$17,000
8128 loose equipment	1	\$17,000	\$17,000
8115 loose equipment	1	\$14,000	\$14,000
8125 loose equipment	1	\$5,000	\$5,000
Pagers	25	\$500	\$12,500
**800 MHZ Radio's	1	\$27,723	\$27,723
Total			\$291,273

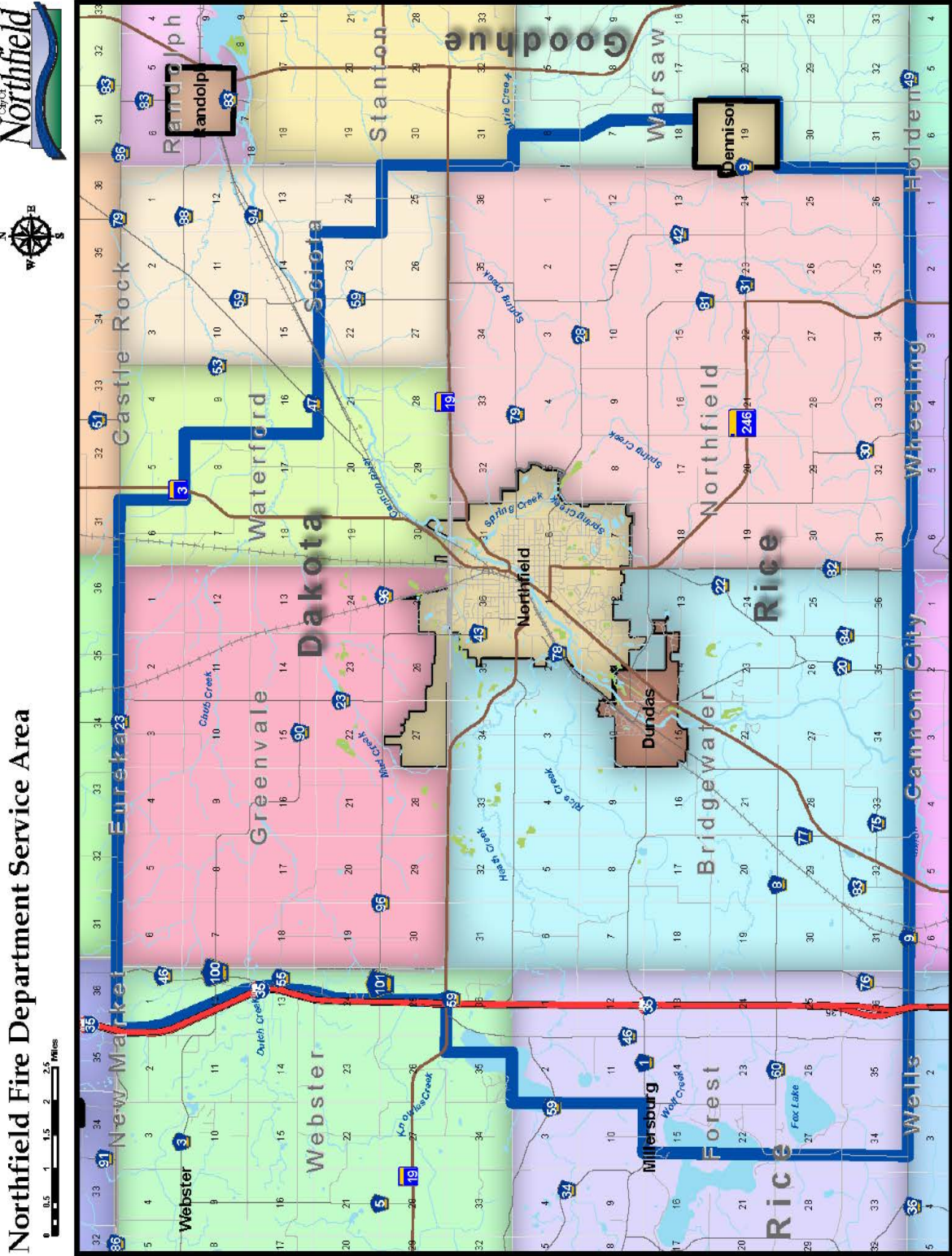
Northfield Rural Fire Protection District

Item	Amount	Price	Value
Air Packs	11	\$5,500	\$60,500
Air Bottles	22	\$900	\$19,800
Turn out Gear	15	\$2,500	\$37,500
8125 loose equipment	1	\$17,000	\$17,000
8113 loose equipment	1	\$4,000	\$4,000
8116 loose equipment	1	\$10,000	\$10,000
8126 loose equipment	1	\$6,000	\$6,000
Pagers	25	\$500	\$12,500
Hose & appliances	1	\$4,000	\$4,000
Shop Cabinets and Tools	1	\$5,000	\$5,000
Total			\$176,300

Donated Items

Item	Amount	Price	Value
8110 loose equipment	1	\$12,000	\$12,000
8120 loose equipment	1	\$70,000	\$70,000
Dive Suits & equipment	10	\$3,000	\$30,000
Boat	1	\$10,000	\$10,000
Total			\$122,000

EXHIBIT C – NAFRS Service Area Map 2014



Update: 8/22/2010

EXHIBIT D

Procedure for determining the allocation of costs among the Parties

Step 1: Get the Estimated Market Value of Improvements (EMVI) and Populations for each of the members. Get the fire call history for the previous three years. The EMVI is to be obtained from the Rice and Dakota County Auditors. The Population is to be obtained from the State Demographer. The fire call history is to be obtained from NAFRS.

Step 2: Consolidate the EMVI, Population and Fire Call data for the townships in the Rural Fire District.

Step 3: Determine whether Rescue Squad related costs paid by NAFRS exceed \$75,000 for each year of a two-year continuous period. If so then rescue calls will be added to fire calls.

Step 4: Calculate the three-year average of fire calls (or fire calls plus rescue calls if so determined in Step 3) for each of the Parties. A fire call is counted if:

- a. It occurs in the NAFRS service area. Consequently, it occurs in either a township, Dundas or Northfield. All calls in townships will be attributed to the Rural Fire District.
- b. A report has been submitted to the National Fire Incident Reporting System.

Step 5: Apply the following weighting factors for EMVI, Population and Average Fire Calls to determine each Party's' obligation.

EMVI	33%
Population	33%
Fire Calls	34%

EXAMPLE:

Step 1: Current data for Estimated Market Value of Improvements and Population:

Member	EMVI	Population
Northfield	\$1,035,768,030	20,355
Dundas	\$99,003,200	1,490
Bridgewater	128,172,500	1,837
Forest	60,085,700	682
Greenvale	76,394,800	823
Northfield	62,582,200	869

Sciota	11,894,400	114
Waterford	39,708,100	333
Webster	18,689,900	278

Step 2: Consolidate the data for the townships in the Rural Fire District.

Rural Fire District	EMVI	Population
Bridgewater	128,172,500	1,837
Forest	60,085,700	682
Greenvale	76,394,800	823
Northfield	62,582,200	869
Sciota	11,894,400	114
Waterford	39,708,100	333
Webster	18,689,900	278
	<u>397,527,600</u>	<u>4,936</u>

Step 3: Calculate the rescue squad related costs paid by NAFRS and the percentage of these costs compared to NAFRS operating and capital budget for the year. These costs are determined as follows, using 2017 costs in the example:

Capital equipment	\$0	
Small equipment	\$0	
Maintenance	\$10,000	equipment maintenance, fuel, insurance
Rent	\$1,600	use \$5.00 /sq ft for the upgraded facility
Operations	\$6,000	8% of NAFRS facility budget
Personnel	\$1,900	Captain's pay + employers contribution to FICA, Medicare
Total	\$19,500	

The total NAFRS contribution to the Rescue Squad for this year was \$19,500.

Step 4: Calculate the average of fire calls for the previous 3 years:

JPA Party	Year 1	Year 2	Year 3	Average
Northfield	208	221	211	213
Dundas	7	10	11	9
Rural Fire District	41	37	34	37

Step 5: Apply the weighting factors to determine the percentage contribution for each Party

	EMVI (payable 2018)	EMVI %	Population (2016)	Population %	Fire Calls Average	Call %
Northfield	\$1,035,768,030	67.6%	20,355	76.0%	213	82.2%
Dundas	\$99,003,200	6.5%	1,490	5.6%	9	3.5%
Rural Fire District	\$397,527,600	25.9%	4,936	18.4%	37	14.3%
	\$1,532,298,830	100.0%	26,781	100.0%	259	100.0%

Party	Formula	JPA Percentage
Northfield	$67.6\% \times 33\% + 76.0\% \times 33\% + 82.2\% \times 34\% =$	75.29%
Dundas	$6.5\% \times 33\% + 5.6\% \times 33\% + 3.5\% \times 34\% =$	5.17%
Rural Fire District	$25.9\% \times 33\% + 18.4\% \times 33\% + 14.3\% \times 34\% =$	19.54%

Joint Powers Board Meeting Date: 08/15/2019

To: Joint Powers Board

From: Andrew Tussing, Rescue Squad Captain
Gerry Franek, Fire Chief

Subject: Rescue Squad Operations Overview

Summary Report

The following presentation is an overview of the Northfield Rescue Squad Operations.

Northfield Rescue Squad History

- Founded in 1959
- 18 of the 23 Fire Department members volunteered
- VFW donated a new Ford Vanette to be used
- All funds and equipment to be provided completely from public donations
- All squad members to receive no pay for their services to attract members whose only purpose and desire is helping others and service to humanity



1959

Northfield Rescue Squad Present

- 36 active members, same personnel as NAFRS fire staff
- 227 calls in 2018, 175 calls as of August 1st 2019
- 100% volunteer
- 501 C3 non-profit organization
- Cover 144 square miles



Northfield Rescue Squad Community Involvement

- Youth hockey and basketball EMS for tournaments
- Food drive for Community Action Center Food Shelf
- VFW Easter Egg Hunt
- Mock car crash demo for Northfield High School
- Elko Speedway EMS
- Auto extrication demo at open house
- Annual spaghetti dinner fundraiser for Community Action Center Operation Joy



Northfield Rescue Squad

Equipment

2002 Ford F-450 Road Rescue

- Ambulance
- Licensed basic life support ambulance (EMS #0179)
- Backup support for Northfield Hospital EMS
- Personnel carrier



2000 Pierce Heavy Rescue

- Auto Extrication
- Hazmat Response
- Structural stabilization/collapse response
- High angle rescue
- Machine/grain entrapment
- Personnel carrier
- Command center



- 1993 Zodiac Inflatable Hard Bottom Dive Boat
- Water rescue operations

Northfield Rescue Squad

Fundraising / Budget

- o Elko Speedway
- o Annual Duck Race
- o Donations from Fire Relief Association gambling fund
- o Public Donations



- o Average annual cost of \$14,400 in operating expenses
- o Costs
 - oxygen
 - medications
 - various bandages and medical supplies
- o Training
 - Initial EMR and EMT training to all personnel
 - Required continuing education
- o Extra funds towards purchasing of new rescue squad equipment



- NAFRS Contributions
 - o Insurance for vehicles
 - o Fuel costs
 - o Vehicle repair and maintenance

Northfield Rescue Squad Current Project



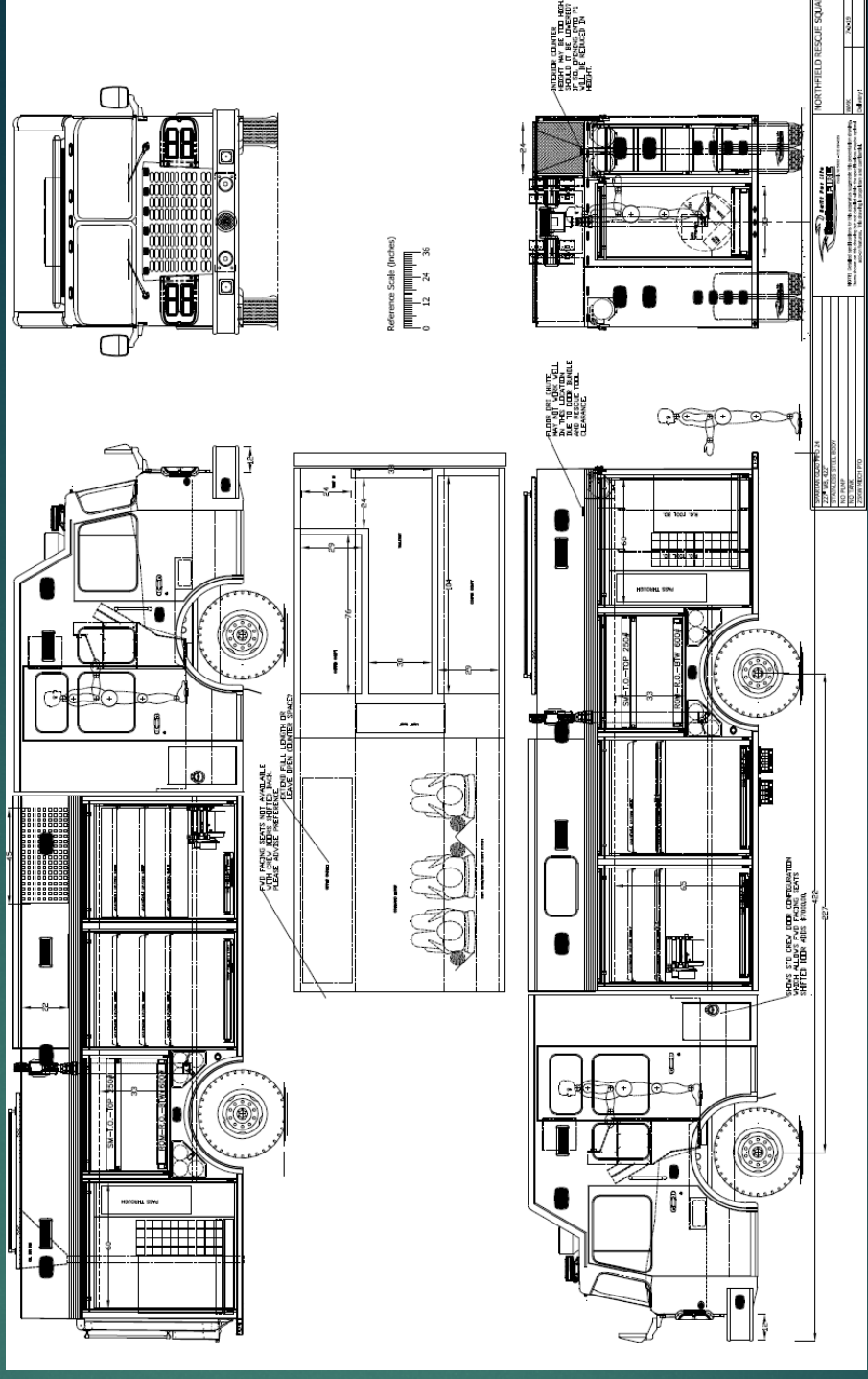
Heavy Rescue Truck Replacement

- Fundraising to purchase 6th heavy rescue truck
- Historically funding efforts are driven by Northfield VFW

Northfield Rescue Squad Current Project

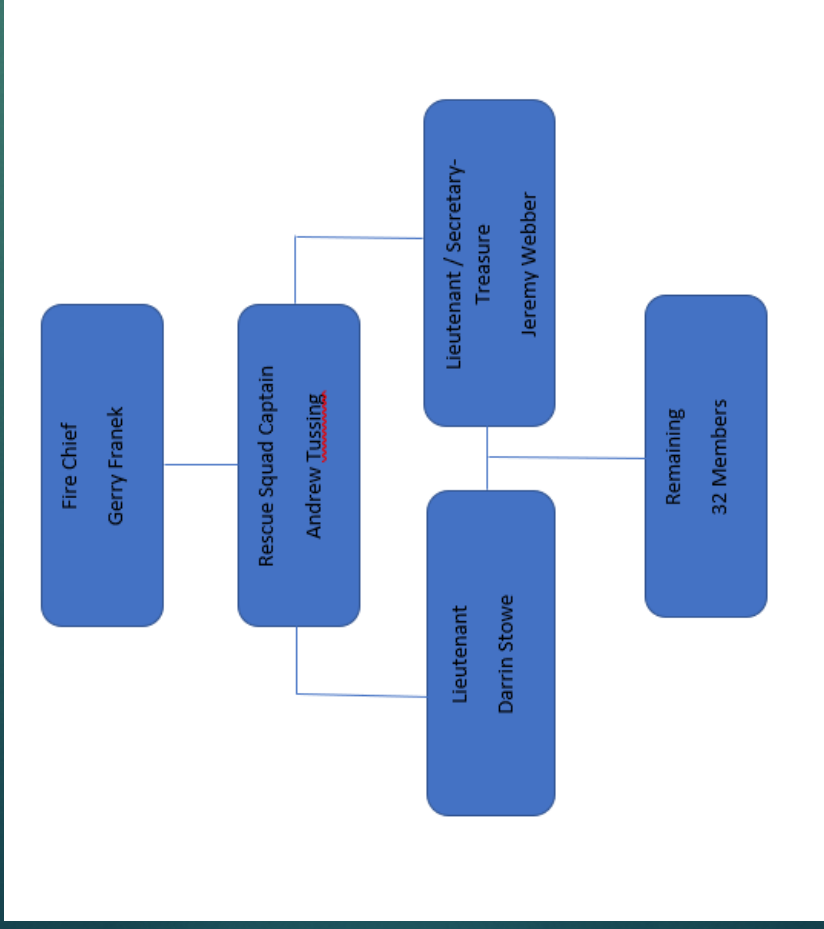
New Truck

- o Estimated truck cost \$675,000
- o Estimated tools cost \$50,000
- o \$50,000 - \$100,000 estimated trade-in value



Northfield Rescue Squad Organizational Structure

Chain of Command



Board of Directors

- President – Andrew Tussing
- Chair – Darrin Stowe
- Vice Chair – Josh Hall
- Treasure – Jeremy Webber
- Secretary – Aramis Wells



Northfield Rescue Squad Financial Audits

- Quarterly Statements given to board by Treasurer
- Annual end of year audits conducted by local CPA firm
- Tax exemption form 990 filed with IRS annually

Northfield Rescue Squad

Benefits

Cooper/Sams Volunteer Ambulance Award Program

- State of Minnesota Emergency Medical Services Regulatory Board (EMSRB)
- Personnel are eligible to earn an annual service credit if they received no more than \$7,993.00 per year in compensation
- Each service credit is valued at \$447.19
- To qualify for the one-time payment, EMRs, EMTs, AEMTs, Paramedics, ambulance drivers, and ambulance service medical directors must:
 - be at least 50 years of age;
 - have accrued at least five service credits;
 - have resigned from active volunteer service on ambulance; and
 - have completed the claim form and submitted to the EMSRB postmarked by October 1,

Joint Powers Board Meeting Date: 08/15/2019

To: Joint Powers Board

From: Sean M. Simonson, NAFRS Program Coordinator

Subject: Program Coordinator Road Map Update

Summary Report

The following presentation is an update on the progress of the Program Coordinators Road Map.

NORTHFIELD AREA FIRE AND RESCUE SERVICES



Program Coordinator Update

08/15/19

NORTHFIELD AREA FIRE AND RESCUE SERVICES



Mission Statement

The mission of the Northfield Area Fire and Rescue Service (NAFRS) is to minimize loss of life and property in the service area described in the NAFRS Joint Powers Agreement from fires, natural disasters, and life-threatening situations and to assist other emergency agencies.

Program Coordinator Road Map



Phase 1

- *Discovery/Data Collection*

Phase 2

- *Analyze*

Phase 3

- *Develop/Edit Processes*

Phase 4

- *Action Plan*

NAFRS Coordinator Job

Description

APPROVED MOTION 2018-20 – 9/20/2018



2. Program

- c. Working off of past annual reports, provide a historic analysis to define service mix and levels of service over time, to assist in trend analysis

*** Oversight and implemented the conversion of Fire Department reporting from FireHouse Software to ImageTrend Software**



ImageTrend Software



- Web based data collection software geared toward Fire/EMS operations
 - Free software paid for by the State Fire Marshal Division
- Creates NFIRS reports
 - CAD interfacing option from Dispatch – *in progress*
- Create Dynamic reports
 - Standard Monthly Report
 - Yearly Report
- Historic Reporting
 - Fire Calls – Zone/District
- Training Records – *in progress*

NAFRS Coordinator Job

Description

APPROVED MOTION 2018-20 – 9/20/2018



1. Staffing and Administration

c. Organize all existing policies and ensure appropriate filing and documentation

*** Implemented and assisted with a new file structure and cloud storage of all NAFRS Documents**

NAFRS Coordinator Job

Description

APPROVED MOTION 2018-20 – 9/20/2018



2. Program

- c. Review NAFRS communications and external relations, make recommendations for streamline of improvement

*** Implemented a streamlined process for Agenda Packet compilation and distribution**

JPA Agenda Packet Process



- **Implemented agenda item deadlines**
 - Implemented a process to gather JPA agenda items
 - Deadline to add or delete agenda items
 - Packets with all meeting materials are sent out in a timely consistent basis
- **Implemented a standard staff reporting template**

JPA Agenda Packet Process



- **Implemented Standard Templates**
- **Standard Staff Report Template**
- **Standard JPA Motion Template**
- **Standard JPA Resolution Template**

JPA Agreement



- **Implemented JPA Agreement Review and Third Amendment Adoption**

- **Budget Submission**
- **Board Authority over employees**
- **Annual Audit**
- **Budget Reporting**
- **Fiscal Agent**
- **Personnel**
- **Fire Chief Duties**

SOG Update



- **Implemented SOG review with AEM and Fire Department Leadership Staff**

- **General Update**
 - Administrative Position update
 - Updated harassment policy language
 - Updated membership eligibility requirements
- **Organizational Chart Updates**
- **Leave of Absence Policy Update**
- **Live in Personnel Policy update**



QUESTIONS?

sean.simonson@nafrs.org

Northfield Area Fire and Rescues Services Joint Powers Board Meeting Date: 08-15-19

To: Joint Powers Board

From: Monte Nelson

Title: Presentation – Update on Mobile Home Park Sheltering

Action Requested:

The Northfield Area Fire and Rescue Services is asked to receive a presentation regarding Storm Shelters and other Safety Concerns in the two Mobile Home Parks in Northfield.

Summary Report:

The Police Chief was asked to present updated info on Storm Shelters and other concerns in the two Mobile Home Parks. Please see the attached documents for additional details.

The following info regarding storm shelters/evacuation is from MN State Statute 327.20 Subd 1 (7):

“(7) A manufactured home park with ten or more manufactured homes, licensed prior to March 1, 1988, shall provide a safe place of shelter for park residents or a plan for the evacuation of park residents to a safe place of shelter within a reasonable distance of the park for use by park residents in times of severe weather, including tornadoes and high winds. The shelter or evacuation plan must be approved by the municipality by March 1, 1989. The municipality may require the park owner to construct a shelter if it determines that a safe place of shelter is not available within a reasonable distance from the park. A copy of the municipal approval and the plan shall be submitted by the park owner to the Department of Health. The park owner shall provide each resident with a copy of the approved shelter or evacuation plan, as provided by section 327C.01, subdivision 1c.”

Chief Nelson spoke to David Reimann, the inspector from MN Department of Health (MDH) responsible for inspecting our parks. He sent copies of the 2019 Inspection Reports, attached. Reimann shared the following info.

- If the inspector notes any problems with storm shelters, the problems/violations are noted on the annual inspection.
- The shelters in our two parks meet the minimum requirements.
- A change in ownership will not change shelter requirements for our two parks, but they must meet minimum standards and/or address any violations at time of sale.
- Minimum roadway width between trailers is 16 feet.
- MDH authority ends at the door/structure to any manufactured home: building codes are enforced by local officials on the manufactured home itself.

Viking Terrace has been owned by Deb and Fran Haan approximately 20 years. Florella's Park is currently in process of sale by the Edward Teske Trust. City officials will be meeting with the new owners on August 15 to discuss issues that need to be addressed by the new owners at the time of purchase.

Community Development Staff are working with members of Growing Up Healthy to address Safety and Livability concerns in Viking Terrace. There was already a park-wide clean-up day. Additional potential issues to be addressed include Smoke/Carbon Monoxide Detectors, furnace inspections, etc.

Please see the attached documents for additional details.

Alternative Options:

N/A

Financial Impacts:

N/A

Tentative Timelines:

N/A



MN Department of Health
FPLSS
P.O. Box 64975
St. Paul, MN 55164-0975
651/201-4500

Mobile Home/Recreational Camping Inspection Report

Page 1

Type: Full
Date: 04/18/19
Time: 11:50:57
Report: 6504191001

Location:
Florella's Mobile Home Park
700 Highway 3 North
Northfield, MN55057
Rice County, 66

Establishment Info:
ID #: 0012739
Risk: Low
Announced Inspection: No

License Categories:
MBSE, MMHP-43

Expires on: 12/31/19

Operator:
Edward Teske Trust

Phone #: 5076458165
ID #: 19702

The violations listed in this report include any previously issued orders and deficiencies identified during this inspection. Compliance dates are shown for each item.

The following orders were issued during this inspection.

2 CARETAKER

02A1

4630.0300. Provide a responsible attendant or caretaker to maintain the park, its facilities and equipment clean, orderly, and in a sanitary condition.

ASSURE ALL AREAS IN THE PARK ARE KEPT CLEAN AND IN AN ORDERLY CONDITION: AREA OF CONCERNED INCLUDE BETWEEN UNITS: 10 AND 12: AND, UNITS:101-103-104.

Comply By: 05/30/19

2 CARETAKER

02A1

4630.0300. Provide a responsible attendant or caretaker to maintain the park, its facilities and equipment clean, orderly, and in a sanitary condition.

REPAIR THE DAMAGED/ DETERIORATED BITUMINOUS ROAD SURFACES WITHIN THE PARK.

Comply By: 06/30/19

Type: Full
Date: 04/18/19
Time: 11:50:57
Report: 6504191001
Florella's Mobile Home Park

Mobile Home/Recreational Camping Inspection Report

NOTE: Plans and specifications must be submitted for review and approval prior to new construction, remodeling or alterations to the premises or its facilities.

I acknowledge receipt of the MN Department of Health inspection report number 6504191001 of 04/18/19.

Signed: MAILED
Establishment Representative

Signed: DR
David W. Reimann, R.S.
Environmental Health Spec. III
Mankato District Office
507/344-2727
david.reimann@state.mn.us



MN Department of Health
FPLSS
P.O. Box 64975
St. Paul, MN 55164-0975
651/201-4500

Mobile Home/Recreational Camping Inspection Report

Page 1

Type: Full
Date: 04/23/19
Time: 10:49:13
Report: 6504191003

Location:
Viking Terrace Mobile Home Par
5 Viking Terrace
Northfield, MN55057
Rice County, 66

Establishment Info:
ID #: 0012738
Risk: High
Announced Inspection: No

License Categories:
MBSE, MMHP-178

Expires on: 12/31/19

Operator:
Viking Terrace Community, Inc.

Phone #: 5076457471
ID #: 19778

The violations listed in this report include any previously issued orders and deficiencies identified during this inspection. Compliance dates are shown for each item.

No NEW orders were issued during this inspection.

CONSIDER A SPRING PARK CLEAN UP DURING THE CITY OF NORTHFIELD CLEAN UP IN MAY.

NOTE: Plans and specifications must be submitted for review and approval prior to new construction, remodeling or alterations to the premises or its facilities.

I acknowledge receipt of the MN Department of Health inspection report number 6504191003 of 04/23/19.

Inspection report reviewed with person in charge and mailed.

Signed: Mailed
Establishment Representative

Signed: [Signature]
David W. Reimann, R.S.
Environmental Health Spec. III
Mankato District Office
507/344-2727
david.reimann@state.mn.us

Northfield Trailer Park Storm Shelter Info

September 2018

Northfield has two trailer parks: Viking Terrace (Dresden Av. and Fremouw Av.) and Florella's (Hwy #3 N.)

Both parks have cement storm shelters.

- Florella's has one, free-standing storm shelter with steel doors on each end, and signs in English and Spanish at each end. Electric lighting works. Benches along both long walls.
- Viking Terrace has two storm shelters with manufactured homes on top of the shelters. They are located at lots #403 and #405. They are cement on all sides, electric lighting works. The shelter at 403 has one full size steel entrance door and a half-size steel Emergency Exit door. The shelter at 405 has one full-size steel entrance door.
 - o Deb and Fran Haan own Viking Terrace Trailer Park. Deb Haan said their shelters are open 24/7, 7 days a week year around. Minnesota Department of Health inspects the shelters annually and sends a report to the owners after inspection. Deb said all new renters/owners in the park receive instructions and information about the storm shelters when they move in.

Florella's Storm Shelter



Viking Terrace Shelters:

#403 –



#405 –



Northfield Area Fire and Rescues Services Joint Powers Board Meeting Date: 08/15/2019

To: Joint Powers Board

From: Ben Martig, City of Northfield

Subject: Construction Project Financial Update

Action Requested:

None

Summary Report:

Attachment #1 shows the Financial Update of the Construction Project as of August 19, 2019.

Alternative Options:

N/A

Financial Impacts:

See Attachment #1

Tentative Timelines:

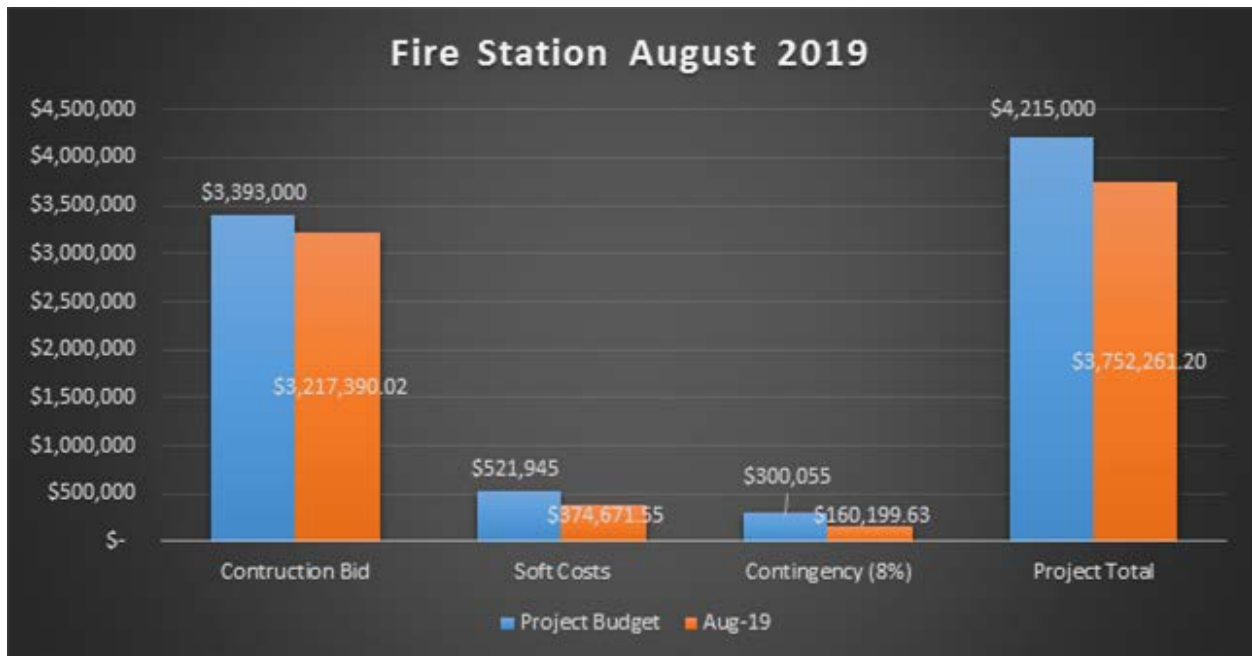
None



To: NAFRS Board
 From: Ben Martig, City Administrator
 Dave Bennett, Public Works Director/City Engineer
 Date: August 12, 2019
 RE: **Fire Station Construction Project – Financial Update.**

See summary of Table 1 below that gives a financial update on the project as of August.

Table 1. Project budget to actual “Fire Station August 2019.”



The following is a summary of remaining outstanding costs that we are currently aware of.

Projected Outstanding Items	Amount (\$)
Monument Sign Power Estimate	\$5,000
Final Closeout Contaminated Soils MPCA	\$3,000
Flood Proof Certificate	\$8,000
Remaining Change orders	\$7,705
<u>Project Retainage</u>	<u>\$184,000</u>
Total	<u>\$207,705</u>

We do not currently have projected remaining expenses from Medin Architects. In summary, if we add \$207,705 to the total we have \$3,959,966 as total project costs. The total project Budget is \$4,215,000. Current estimated project budget to actual would be \$255,034 favorable variance of budget to projected.

Northfield Area Fire and Rescues Services Joint Powers Board Meeting Date: 08/15/2019

To: Joint Powers Board

From: Bron Scherer

Board Chair Update

Summary Report:

Please see the following:

- Upcoming Agenda Items List

[September 19, 2019](#)

Taxing District Consideration
Equipment Fund Discusstion

[October 17, 2019](#)

JPA Parties Budget approval update

[November 21, 2019](#)

[December 19, 2019](#)