

Exhibit D

Best Practice Suggestions

Suggest that joint powers agreements consider the following:

- Anticipate future growth and changes of communities when writing agreement or contract
- Create “prenup”
- Create “exit clause” in the original agreement or contract that addresses
 - (1) whether the joint powers agreement remains in effect and if so under what terms and conditions
 - (2) the distribution of all property or assets acquired by the joint powers entity during the term of the agreement
 - (3) the effects on volunteer firefighter service pensions and benefits.
- Consider establishing a minimum period of time that must pass before a municipality can withdraw from the agreement
- Consider requiring a notice period (no less than 12 months) before an entity may withdraw from the agreement
- Consider defining that any withdrawal from the agreement will be effective on December 31
- Consider the pros and cons of different types of board representation: equal representation on the board or proportional representation to budget (voting share is equal to budget share); and allow for flexibility
- Identify who will serve on the joint powers board and whether the individuals will be elected or appointed municipal officials
- Consider having non-elected officials or community representatives on the board, or citizen ex-officio members
- Specify that trustees on the joint powers board should serve with the best interest of the public considered
- Identify who from the joint powers board will serve as trustees on the relief association’s board
- Identify who will ratify relief association benefit level and bylaw changes and pay required contributions to the relief association
- Define and provide options of how surplus assets following a relief association dissolution will be distributed to the municipalities that are party to the joint powers agreement
- Establish a method or procedure for calculating the value of each contracting party’s operating contributions to the joint powers entity
- Specify when the budget will be adopted and ensure that enough time is permitted for it to be implemented (considerations include certifying levies)
- Define and provide options of how any unfunded liability following a relief association dissolution will be shared by the municipalities that are party to the joint powers agreement
- Refer disputes to the Office of Administrative Hearings for resolution

- Require an annual review of the agreement
- Be aware that the joint powers entity may have additional reporting and auditing requirements