

Exhibit F

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 before an entity may withdraw from the agreement
- Consider the best board representation: equal representation on the board or proportional representation to budget (voting share is equal to budget share)
- 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 on the board
- Identify which decisions will be made by the joint-powers 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 contributions
- 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