

JOINT POWERS AGREEMENT FOR WADENA COUNTY
FAMILY SERVICE COLLABORATIVE

THIS AGREEMENT, made and entered into this 1st day of January, 2018 through December 31st, 2020, by and between Independent School District No. 821, Menahga, MN; Independent School District No. 820, Sebeka, MN; Independent School District No. 818, Verndale, MN; Independent School District No. 2155, Wadena-Deer Creek, MN; Mahube OTWA Community Action Partnership, MN; West Central MN Community Action Inc., MN; Wadena County; Wadena County Public Health; Wadena County Human Services and Todd-Wadena Community Corrections, hereinafter referred to collectively as the "Parties".

WHEREAS, Minnesota Statutes §§124D.23 and 245.491 permits public child-serving agencies to come together by mutual agreement to establish a family service collaborative and to establish an integrated children's service system; and

WHEREAS, the Parties agree that children's needs cross over the political boundaries of the Parties and that services need to be coordinated across traditional boundaries; and

WHEREAS, the Parties agree that an integrated system should be built upon existing agencies and governmental units and that this collaborative consists in large part of redefining relationships among agencies and political subdivisions;

NOW THEREFORE, inconsideration of the mutual promises and benefits that each Party shall derive and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do hereby establish the Wadena County Family Service Collaborative hereinafter referred to as the "Collaborative" and the Parties agree as follows:

ARTICLE I.

Purpose

The primary purpose of this corporation is exclusively charitable, scientific, literary or educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or such other provisions of Minnesota or Federal Law as may from time to time be applicable. This corporation shall not be operated for profit but shall be operated exclusively for charitable purposes. The specific purpose of this corporation is to improve the social, emotional, educational and economic outcomes of all Wadena County children, adolescents and their families by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, adolescents, and their families with multiple and special needs.

ARTICLE II.

Governing Board

2.01. Establishment of Governing Board. Legal authority of the Collaborative shall be exercised by a governing board, hereinafter referred to as the "Board". The Board shall exercise revenue and expenditure authority. The Board shall consist of one (1) member

representing each of the Parties to this agreement, each regular member assigned to represent a governmental unit as defined by Minn. Stat. §471.59, Subd. 1. Appointment of members and alternates to the Board shall be determined by a process established by each represented governmental unit. Members of the Board representing governmental units shall appoint additional members of non-governmental entities pursuant to Minn. Stat. §124D.23, Subd. 1.

2.02 Exercise of Powers. The Parties hereby agree to exercise cooperatively any power common to the Parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.

2.03 Duties of Governing Board.

- A. Board shall establish its program within the goals and directives of Minn. Stat. §124D.23, Subd. 4 and define the scope of the system to be established, including the target population.
- B. Board shall establish an integrated fund pursuant to Minn. Stat. §124D.23, Subd. 6 as set forth hereinafter.
- C. Board shall negotiate integrated fund contributions from each Party.
- D. Board shall approve an annual revenue and expenditure budget at its annual meeting by approval of two-thirds (2/3) of the members of the Governing Board in attendance.
- E. Board shall appoint a fiscal agent from among the Parties to this agreement. The fiscal agent shall:
 - i. Establish and maintain a separate accounting system.
 - ii. Receive and maintain funds assigned by the Board.
 - iii. Receive local, state and federal grant dollars, cash and charitable contributions.
 - iv. Disburse funds at the direction of the Collaborate Administrator.
 - v. Account for revenues and expenditures and produce appropriate financial statements according to categories determined by the Board.
 - vi. Provide reports as required by state and federal agencies.
 - vii. Designate a staff person for collaborative duties who shall report to the Collaborative Administrator.

- viii. Prepare periodic financial reports to the Board.
- F. Through its fiscal agent receive funds contributed by Parties to this agreement and funds from the State of Minnesota, the Federal government and from any lawful governmental or private source, including gifts.
- G. Apply for and/or accept gifts, grants, loans and other assistance from any lawful source.
- H. Through its fiscal agent, expend funds and enter into contracts for the purposes described in this agreement and in accordance with the operating budget.
- I. Employ and supervise a Collaborative Administrator who may be, at the Board's discretion, an employee of the Collaborative or of any Party.
- J. Notify all Parties at least one (1) fiscal quarter before the beginning of each fiscal year of any anticipated additional financial expenses for the forthcoming year.
- K. Maintain a broad community representation by appointment of representatives of non-governmental entities as set forth in Minn. Stat. §124D.23, Subd. 1.
- L. Adopt By-Laws for operating procedure.

2.04 **Voting.** The Governing Board shall function by a majority vote. Each Party shall have one (1) vote and voting by proxy shall not be allowed.

2.05 **Officers.** The Governing Board shall elect a Chairperson, a Vice Chairperson and a Recording Secretary. The officers shall be elected for a term of one (1) year and each officer may serve two (2) consecutive terms and after a lapse of one (1) year, may be re-elected. The chairperson shall preside at all meetings of the Collaborative, serve as ex officio member of all committees, appoint special and standing committees, and the Chairperson of each such committee, provide agenda items to the Secretary and participate in orientation of new members. The Vice Chairperson shall preside at Collaborative meetings in the absence of the

Chairperson and fill out a term vacated by the Chairperson. The Recording Secretary shall type and distribute agendas, record, type and distribute minutes of the meetings, prepare correspondence, maintain an attendance schedule and maintain a schedule of terms of membership.

2.06 **Meeting.** The Governing Board shall meet three (3) times per calendar year, or as sufficient to meet the needs of the Collaborative. Special meetings of the Collaborative may

be called by the Chairperson or upon request of the Chairperson by a minimum of three (3) Parties.

An annual meeting shall be held at the first meeting of each calendar year for the purpose of electing officers for the year and for other Collaborative business.

2.07 **Quorum.** A quorum shall consist of one-half (1/2) of the members. A member shall be considered present if connected to the meeting by interactive television or by speaker phone. Roberts Rules of Order shall be followed.

2.08 **Per Diem Payments.** The Board shall establish a policy for per diem payments. A governing Board member representing a governmental unit shall first seek per diem reimbursement from his or her representative governmental unit.

ARTICLE III. Integrated Fund

3.01 **Establishment of Fund.** The Parties agree to establish an integrated fund for the purpose of financing mutually agreed upon programs and strategies, and increasing the flexibility of funding sources. The integrated fund will be used to help provide an integrated service system and fund additional supplemental services.

3.02 **Control.** Control of the integrated fund shall be under the direct control of the Governing Board and shall be administered under the Board's control by such fiscal agent as the Board shall appoint.

3.03 **Asset Integrated Fund.** The integrated fund shall consist of both monetary and in-kind resources to which a monetary value shall be assigned by agreement between the contributor and the Board.

3.04 **Grants and Contributions.** Grants and contributions to the Collaborative shall be maintained by the fiscal agent and shall not be considered as contributions from any particular Party or Parties.

3.05 **Minimum Financial Contributions.** The Parties agree to contribute a minimum of One and no/100 Dollar (\$1.00) per calendar year to the integrated fund. The schedule of contributions shall be renegotiated each year and approved at the annual meeting.

3.06 **Matching Funds.** The Collaborative shall seek to maximize Federal and private funds by designating local expenditures for services that can be matched with Federal and private grant funds and by designating services to meet the requirement for State or Federal reimbursement.

ARTICLE IV. Duties of the Parties

4.01 **Members.** Appoint one (1) member of its Governing Board to the Collaborative Governing Board.

4.02 **Support Staff.** Assign staff as needed to the operation of the integrated service system to accomplish the mission of the Collaborative.

4.03 **Participation.** Participate in programs and projects operated by the Collaborative.

ARTICLE V.

Liability

5.01 **Liability.** A governmental unit participating in a joint venture or joint enterprise, including participation in a cooperative activity undertaken pursuant to this section or other law, is not liable for the acts or omissions of another governmental unit participating in the joint venture or joint enterprise, unless the participating governmental unit has agreed in writing to be responsible for the acts or omissions of another participating governmental unit.

5.02 **Covered Parties.** Covered Parties shall include any individual engaged in the activities of the Collaborative, including but not limited to signatories to this agreement, members of the Governing Board or any advisory committee, staff employed by the Collaborative, staff employed by a Party and assigned to the Collaborative, volunteers, parents and consumers while performing duties for the Collaborative or any other individual not affiliated with an insured organization while performing Collaborative duties.

5.03 **Limitation of Liability.** It is understood and agreed that the liability shall be limited by the provisions of Minn. Stat. §466 (tort liability, political subdivisions) and other applicable law and that such liability limits shall apply to any and all signatories to this agreement and to any and all individuals while performing duties for the Collaborative. For purposes of determining total liability for damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. §§3.736 or 466.04, subdivision 1, or as waived or extended by the joint board or all participating governmental units under Minn. Stat. §§3.736, subdivision 8; 466.06; or 471.981. This paragraph does not protect a governmental unit from liability for its own independent acts or omissions not directly related to the joint activity.

5.04 **Cost.** The cost of any such insurance shall be included in the annual operating budget established pursuant to this agreement. Claims, liabilities, obligations, losses and expenses, including reasonable attorney's and professional fees, judgments and costs paid or incurred by the Collaborative which arise out of its performance or failure to perform its duties under this agreement shall be included in the annual operating budget for the next calendar year. If a participating governmental unit has procured or extended insurance coverage

pursuant to Minn. Stat. §§3.736, subdivision 8; 466.06; or 471.981 in excess of the limits on governmental liability under Minn. Stat. §§3.736 or 466.04, subdivision 1, covering participation in the joint venture or joint enterprise, the procurement of that insurance constitutes a waiver of the limits of governmental liability for that governmental unit 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 governmental unit's liability for the claim, if any.

ARTICLE VI.

Term

6.01 **Term.** The term of this agreement shall commence on the 1st day of January, 2018, notwithstanding the dates of the signatures of the Parties, and shall continue in full force and effect until December 31st, 2020, unless earlier terminated by the Parties. This agreement may be renewed by written agreement of all of the Parties for such period of time as may be agreed upon.

ARTICLE VII.

Amendment

7.01 **Amendment.** This agreement may be amended only by the agreement of two-thirds (2/3) of the participating Parties. Notice of any proposed amendment must be provided in writing to all participating Parties at least thirty (30) days in advance of the Governing Board meeting prior to the effective date of the proposed amendment.

ARTICLE VIII.

Withdrawal and Termination

8.01 **Essential parties.** Minn. Stat. §124D.23 requires a minimum of one (1) school district, one (1) county, one (1) public health entity and one (1) community action agent in order to qualify as a Family Service Collaborative. In the event a withdrawal of a party resulting in less than the statutorily minimum governmental units shall result in a termination of this agreement.

8.02 **Withdrawal.** Any Party may withdraw from this agreement by passage of a resolution by its Governing Board declaring its intent to withdraw on a specific date, which date shall not be less than 180 days from the date of resolution and receipt of that resolution by the Collaborative Governing board at its regularly scheduled board meeting.

8.03 **Fiscal Obligation.** If a Party exercises its option to withdraw, the withdrawing Party shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal, but shall incur no additional fiscal liability beyond the effective date of withdrawal.

8.04 **Refunds.** The withdrawing party shall not be entitled to a refund of contributions made to the integrated fund or other fees paid or in-kind services rendered to operate the Collaborative.

8.05 **Mutual Agreement to Terminate.** Notwithstanding the individual party's authority to withdraw, this agreement shall continue in force until all participating Parties mutually agree to terminate this agreement by joint resolution or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination, the Board shall continue to exist for the limited purpose of discharging the Collaborative's debts and liabilities, settling its affairs and disposing of integrated fund assets.

ARTICLE IX.

Disposal of Funds and Property Upon Dissolution

9.01 **Distribution of Assets.** Upon termination of this agreement, all property and remaining funds of the Collaborative shall be divided among the remaining members. Distribution shall be determined on the basis of the number of years of participation by each member and the proportionate contribution paid pursuant to this agreement by the individual members.

ARTICLE X.

General Provisions

10.01 **Entire Agreement, Amendment.** This agreement contains the entire agreement of the Parties and shall supersede all oral and written agreements and negotiations by the Parties relating to the subject matter of this agreement. This agreement may be amended only by written agreement of all Parties.

10.02 **Severability.** The provisions of the agreement are severable. If any paragraph, section, subdivision, sentence, clause or phase of the agreement is for any reason held to be contrary law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this agreement.

10.03 **Address.** All notices or communications required or permitted and all correspondence shall be directed to the Collaborative at the following address:

Wadena County Family Services Collaborative
124 First Street Southeast
Wadena, MN 56482

10.04 **Successors.** Each Party binds itself and its successors, legal representatives and assigns to the other Parties and to the Party's successors, legal representatives and assigns in respect to all rights and obligations under this agreement.

10.05 **Books and Reports.** Each Party agrees to make its books and records pertaining to its performance under this agreement available to each other Party and to keep such documentation for three (3) years following termination of this agreement.

10.06 **Effective Date.** This agreement shall be effective on January 1st, 2018.

JOINT POWERS AGREEMENT FOR
WADENA COUNTY FAMILY SERVICE COLLABORATIVE
January 1, 2018 to December 31, 2020

Agency: Independent School District No. 818, Verndale, MN

Approval Date: _____

Approved By: _____
Name/Position

Signature: _____

Date: March 20, 2018
To: Agency Directors, School Superintendents
From: Cindy Pederson, FSC Director
RE: Request for hire for position for the FSC

Please read through the following and then:

- Consider thoughtfully being the potential agency or school who can meet this need
- Read through the full packet also sent, but understand that much of the programming detail will come with program planning as part of this position, and some of the planning may be adjusted as the project moves forward
- Ask if you have any questions
- **Let me know by the end of March** if possible if you have initial interest in this, I will send a reminder at the end of March based on responses

Following is some basic information RE: the decision to move forward the Family Services Collaborative Board to hire a person to provide support to our schools and agencies in the areas of Adverse Childhood Events (ACEs), trauma informed care, social emotional development and mental health/chemical dependency support to students/staff in a group or systems change manner (for example, not one on one mental health therapy).

Time frame for hire – As soon as possible, and not later than Fall 2018. Ideally there would be some time for planning in Summer 2018 so that some programming would be in place for Fall 2018. The FSC board meets next at the end of May, but this meeting date can be adjusted to meet the needs of the hiring process. I could help with position descriptions, etc. if needed.

Qualifications: Four year degree in social work, mental health, community health, education or related degree area. Preferred experience: Program development; social emotional, trauma informed care, mental health or chemical dependency; child/youth development or interaction.

General position assignment areas – program planning in the areas listed above, exactly how the programming will be implemented will depend in part on the planning completed and the input/needs from the partnering agencies and schools.

FTE – this could be close to full time or full time. For example, in a school setting this might be a 10 month contract. It is anticipated that the school year will be a busier time of year, so some flexibility in the scheduling if less than full time may be helpful to meeting the needs. Or if hired by an agency that operates full time year round who could share the assignment with other agency needs and then have some time used in the summer for those agency needs.

Budget – To be determined based on your salary schedules and the qualifications/experience of the person hired. Indirect coverage would be a negotiable line item.

Contract – A contract would be developed between the Family Services Collaborative and the agency or school who is able/chosen to hire the individual. The length of contract will be tailored to meet the needs of the agency or school holding the position. For example, a 3 year or longer contract may be optimal for hiring and retention of staff, and for approval/budgeting purpose. Annual budget approval could be worked into the contracting process.