WADENA COUNTY FAMILY SERVICES COLLABORATIVE JOINT POWERS AGREEMENT

This agreement ("Agreement"), by and between: Menahga Public Schools ISD #821; Sebeka Public Schools ISD #820; Verndale Public School District ISD #818; Wadena-Deer Creek Public Schools ISD #2155; Freshwater Education District ISD #6004; MAHUBE-OTWA Community Action Partnership; West Central Minnesota Communities Action; Wadena County Human Services, Wadena County Public Health and Todd-Wadena Community Corrections, hereinafter referred to collectively as the "Parties" or individually as a "Party", is as follows:

Authority and Premises:

WHEREAS, Minnesota Statute 142D.15 permits public and private child-serving agencies to come together by mutual agreement to establish a family services 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, in consideration 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 Services Collaborative, hereinafter referred to as the "Collaborative" and the Parties agree as follows:

Section 1: Purpose of the Collaborative

The specific purpose of this Collaborative is to improve the social, emotional, educational, and economic outcomes of all children, youth, and their families living in Wadena County by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, youth, and their families with multiple and special needs.

Section 2: Population to be Served and Service Delivery Model

A. **Population to be Served:** The Collaborative shall serve children from birth to age 18, or birth to age 21 for individuals with disabilities and their families, who have multiple problems or are at risk of developing multiple problems. The Collaborative also shall serve the families of such children. A family may include biological, step, adoptive, custodial, or non-custodial parents; biological, step, or adoptive siblings or other minors with whom the child is residing.

B. **Service Delivery Model:** The service area shall be defined by the boundaries of Wadena County. This does not prohibit Collaborative activities being offered in municipalities surrounding or partially split within the county's boundaries or in partnership with other organizations and agencies whose boundaries, partially or in total, lay outside Wadena County.

The service delivery model shall include contracted services and supports that are based on the child and family's strengths and the resources of the child/youth/family's community and that is cost-effective, needs-driven, unconditional, and culturally competent and that includes the delivery of highly individualized informal supports and formal services.

Section 3: Composition of the Collaborative's Decision-Making Bodies

A. Governing Board: Legal and revenue authority of the Collaborative shall be exercised by the Collaborative's Governing Board, hereinafter referred to as the "Board". The Board shall consist of one (1) voting member each representing the following ten (10) Parties:

Each standing board member is assigned to represent a governmental unit as defined by Minnesota Statute 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 Minnesota Statute 145D.15, subd.1.

Standing Board Members

- Wadena County Human Services
- Wadena County Public Health
- Todd-Wadena Community Corrections
- Menahga Independent School District #821
- Sebeka Independent School District #820
- Verndale Independent School District #818
- Wadena-Deer Creek School District #2155
- Freshwater Education District #6004
- MAHUBE-OTWA Community Action Partnership
- West Central Minnesota Communities Action (Head Start Program)

Community Board Members
The Standing Board Members may appoint up to 2 additional members, known as the Community Board Members, to serve in a voting capacity in accordance with the Collaborative's by-laws.

Current Board members are listed in Appendix B.

B. Collaborative Coordinator: Operational authority shall reside in the Collaborative Coordinator, hereinafter referred to as the "Coordinator". Operational authority shall mean the day-to-day management of the Collaborative's activities and personnel.

Section 4: Powers and Duties of Collaborative Decision-Making Bodies

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.

The powers and duties of this Agreement shall be carried out by the Board and Collaborative Coordinator as defined below. In general, the Board shall function as the decision, policy, and procedure making body for Collaborative activities as well as the purchaser of supports, interventions, and services. The Coordinator shall oversee the day-to-day operations of the Collaborative.

A. The Board shall:

1. Establish its program within the goals and directives of Minnesota Statute 142D.15 and define the scope of the integrated local service delivery system to be established, including the target population.

2. Review decisions involving oversight, contracts, and policy.

3. Oversee an Integrated Fund, as established by Section 6 of this Agreement.

4. Negotiate Integrated Fund contributions from each Party. Monetary and/or in-kind contributions to the Integrated Fund will be negotiated annually.

5. Approve an annual revenue and expenditure budget that shall account for all resources available to the Collaborative, both annual and in-kind.

6. Select a Fiscal Agent from among the Parties to this Agreement. The by-laws will include the name and responsibilities of the current Fiscal Agent selected by the Board.

   The Fiscal Agent shall:
   a. establish and maintain an Integrated Fund as provided in Section 6;
   b. receive and maintain funds assigned by the Board;
   c. receive local, state, and federal grant dollars, cash, and charitable contributions and maintain in the Collaborative's Integrated Fund account;
   d. disburse funds, as authorized only by the Board;
   e. account for revenues and expenditures and produce appropriate financial statements according to categories determined by the Board;
   f. provide reports as required by state and federal agencies;
   g. designate a staff person for Collaborative duties who shall work directly with the Collaborative Coordinator;
   h. prepare periodic financial reports for the Board.

7. 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.

8. Apply for and accept grants, gifts, loans, and other assistance from any lawful source.

9. Through its Fiscal Agent, expend funds and enter into contracts for the purposes described in this Agreement and in accordance with the operating budget approved by the Board.

10. Approve a Collaborative Coordinator to serve at the pleasure of the Board. The Coordinator may be an employee or independent contractor of the Collaborative or of any Party.

11. Evaluate Collaborative fiscal performance to ensure accountability for effective and efficient use of public funds.

12. Adopt by-laws on operating policies and procedures.

B. The Collaborative Coordinator Shall:

1. Coordinate the development of the integrated service system.

2. Manage the daily operations of the integrated service system.

3. Manage service expenditures within the operating budget established by the Board, including oversight and review of the costs of services.

4. Contract, through the Fiscal Agent, for supports, interventions, and services for children and families in the Target Population.

5. Inform Board members and Parties of contracts, duties, and deliverables.

6. Facilitate service delivery collaborations.

7. Coordinate with Fiscal Agent staff regarding Collaborative duties.

8. Oversee the collection and reporting of data by the Fiscal Agent and ensure collection of data as necessary for the maintenance of client records; coordination of service provision; performance and outcome evaluation; periodic reports to the Parties; and mandated reports to local, state, or federal governments.

9. Report to the Board.

Section 5: Duties of the Parties

The Parties agree to support the work of the Collaborative and shall:

A. Appoint voting members and designate alternates to serve on the Board.
B. Participate in Collaborative programs, committees, and data reporting.
C. Identify resources, which can contribute to the integrated efforts of the Collaborative.
D. Contribute monetary and/or in-kind contributions to the Integrated Fund in an amount negotiated annually and specified in Appendix A of this Agreement.
E. Develop internal policies and cooperative procedures, as needed to implement this Agreement.

F. Comply with applicable state and federal data practices laws and procedures relating to the collection, creation, receipt, maintenance, dissemination, retention, and destruction of private data pertaining to individuals.
G. Maintain and supply all documentation necessary to assist the Fiscal Agent in meeting local, state, and federal reporting requirements.
H. The Party selected by the Board will serve as the Fiscal Agent.
I. Staff of the eligible Parties will participate in the Local Collaborative Time Study (LCTS) under the terms and conditions agreed to in the contract between Wadena County Family Services Collaborative and the Minnesota Department of Human Services and will contribute earnings to the Integrated Fund.

Section 6: Collaborative Finances and Integrated Fund

A. Per Minnesota Statute 142D.15, Subd. 6, the Parties agree to establish an Integrated Fund for the purposes of financing service delivery plans and increasing the flexibility of funding sources. The Integrated Fund will be used to purchase supports, interventions, and services for children and families in the Target Population, to coordinate the provision of supports, interventions, and services, and to operate the Collaborative.

B. Parties agree that the Integrated Fund shall be under the direct control of the Governing Board and shall be administered, under the Board's control, by the Fiscal Agent.

C. 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.

D. The Integrated Fund may also receive dollars from other sources including, but not limited to, local property tax revenues, state and federal Medicaid reimbursements, state and federal grants, service contributions from non-governmental Parties, private gifts, and the monetary value of in-kind contributions.

E. All grants, contributions, reimbursement, gifts, and earnings shall be maintained by the Fiscal Agent in the Integrated Fund and shall not be considered as contributions from or for any particular Party or Parties.

F. 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.

G. This schedule of Parties' contribution amounts shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement (Appendix A).

H. No Party shall be required to encumber any amount exceeding that set forth in Section 6-G. However, nothing in this Agreement shall prohibit any Party from making an additional contribution or encumbrance of monetary or in-kind resources, nor from considering additional contributions or encumbrances on a case-by-case basis.

Section 7: Personnel

A. Staff employed by any Party and assigned to Collaborative duties shall report to the Coordinator with respect to those duties.

Employees shall remain within the compensation and job classification structure of the employing Party. Benefits as provided by the employing Party shall be retained, including employee health plan and contributions, retirement plans and contributions, liability insurance, and workers compensation insurance.

This paragraph shall apply to the Coordinator, if retained as an employee of any Party, except that the Coordinator shall report to the Board.

Section 8: Data Practices and Procedures

The Board shall establish data practices that conform to state and federal statutes and rules requiring data, particularly the collection, creation, receipt, maintenance, or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and any other applicable state or federal laws. The Board shall establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA). The Board, Coordinator, and all Collaborative personnel shall also comply with data practice policies of the parties from which they are receiving information and Minnesota Statute 142D.15, Subd. 5.

Section 9: Insurance and Liability

A. 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.

B. 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.

C. Limitation of Liability: It is understood and agreed that the liability shall be limited by the provisions of Minnesota Statute 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 Minnesota Statute 3.736 or 466.04, subd.1, or as waived or extended by the joint board or all participating governmental units under Minnesota Statute 3.736, subd.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.

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 Minnesota Statute 3.736, subd.8; 466.06; or 471.981 in excess of the limits on governmental liability under Minnesota Statute 3.736 or 466.04, subd. 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.

Section 10: Dispute Resolution

A. In the event of a disagreement between two or more Parties to this Agreement, Parties agree to abide by the following dispute resolution protocol:

Step One: The grieving Parties will attempt to work out the dispute through informal communication.

Step Two: The grieving Parties will notify members of the Governing Board in writing of the nature of the dispute and request the Board to hear the dispute at its next regular meeting and seek resolution at the meeting. Discussion shall comply with the state's Open Meeting Law, Minnesota Statutes Chapter 13D.

Step Three: If resolution is not achieved at the meeting described in Step Two, the Board shall take the matter under advisement and, at its following regular meeting, recommend a resolution to the grieving Parties, who must decide whether to accept the recommendation.

Step Four: The grieving Parties may agree to submit the dispute to mediation by a neutral third party. The Governing Board will be a separate party to the mediation. The cost of mediation shall be equally distributed among grieving Parties.

Step Five: Upon resolution of the dispute, joint communication will be issued to all affected parties.

B. Contracts between the Collaborative and service providers must include dispute resolution provisions whenever feasible.

C. Parties agree that if any Party fails to perform any of the duties in this Agreement, including failure to make payments to the Integrated Fund by the established payment date, the Governing Board may, in lieu of terminating this Agreement, withhold service or administrative reimbursements from the Integrated Fund after the date of failure to perform.

D. Contracts between the Collaborative and service providers will include expectations for those providers to have protocols for resolving disputes with families receiving services or supports.

For the purposes of this Section, "family" means:
- a child over age 16 who has requested service or is being served by the Collaborative;
- the parents-- including a natural parent (either custodial or non-custodial), adoptive parent, or foster parent--of a child who has requested service or is being served by the Collaborative;
- a caretaker, guardian, trustee, or other legal representative with written permission to represent the child or family. Nothing in this protocol restricts a family's due process rights under rule or law.

Section 11: Term of Agreement
This agreement shall be effective when adopted by all Parties and remain in effect until revised or rescinded.

Section 12: Amendments to the Agreement
A. Except as provided in Sections 12-B and 12-C below, 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.

B. Annually renegotiated Integrated Fund contributions shall be deemed to be incorporated into this Agreement by attached Supplement (Appendix A).

C. A list of current voting Governing Board members, including Community Representatives appointed by the Standing Board Members, will be revised as needed in Appendix B.

Section 13: Withdrawal and Termination
A. Essential Parties: Minnesota Statute 142D.15 requires a minimum of one (1) school district, one (1) county, one (1) public health entity, one (1) community action agency, and one (1) Head Start grantee in order to qualify as a Family Services Collaborative. In the event a withdrawal of a Party results in less than the statutorily minimum governmental units, then this shall result in a termination of this Agreement.

B. 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.

C. 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.

D. 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.

E. 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.

Section 14: Disposal of Surplus Funds and Property Upon Dissolution
Upon termination of this Agreement, all property and remaining funds of the Collaborative shall be divided among the remaining members. Distribution shall be based on the number of years of participation by each member and the proportionate contribution paid pursuant to this agreement by the individual members.

Section 15: General Provisions
A. Entire Agreement: 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.

B. 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.

C. 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
22 Dayton Avenue SE
Wadena, MN 56482

D. 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.

Section 16: Access to Books and Records

Subject to the requirements of Minnesota Statute 16C.05, Subd. 5, each Party, the Legislative Auditor, State Auditor, or any of their 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 any Party and involve transactions relating to this Agreement. Every Party shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

Section 17: Effective Date

This Agreement shall be effective when adopted by all Parties.

IN WITNESS WHEREOF, participating entities, by official actions, have caused this Agreement to be executed by their respective officers:

Signature

Date 9/13/26

Name: Jason Kgel

Title: Superintendent

Party: Menahga Public Schools (ISD #821)

WADENA COUNTY FAMILY SERVICES COLLABORATIVE
Appendix A

Annual Partner Contributions
2026

This schedule of contributions shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement. Parties agree to the following schedule of contributions to the Integrated Fund:

Party	Monetary	In-kind	Total
Wadena County Human Services	$100.00	$	$100.00
Wadena County Public Health	$100.00	$	$100.00
Todd-Wadena Community Corrections	$100.00	$	$100.00
Menahga Public Schools – ISD 821	$100.00	$	$100.00
Sebeka Public Schools – ISD 820	$100.00	$	$100.00
Verndale Public Schools – ISD 818	$100.00	$	$100.00
Wadena-Deer Creek Public Schools–ISD 2155	$100.00	$	$100.00
Freshwater Education District – ISD 6004	$100.00	$	$100.00
MAHUBE-OTWA Community Action Partnership	$100.00	$	$100.00
West Central Minnesota Communities Action	$100.00	$	$100.00
Total	$1,000.00	$	$1,000.00

WADENA COUNTY FAMILY SERVICES COLLABORATIVE
Appendix B

Current Governing Board Voting Members
2026

Party	Name / Title	Term
Wadena County Human Services	Laura Kiser, Social Worker	1
Wadena County Public Health	Ron Noon, Wadena County Commissioner	3
Todd-Wadena Community Corrections	Dan Huebsch, Community Concern for Youth	1
Menahga Public Schools – ISD 821	Cherie Peterson, School Board Member	1
Sebeka Public Schools – ISD 820	Cheri Kangas, School Board Member	1
Verndale Public Schools – ISD 818	Tony Stanley, School Board Member	2
Wadena-Deer Creek Public Schools – ISD 2155	Missy Seelhammer, School Board Member	3
Freshwater Education District – ISD 6004	Currently open	
MAHUBE-OTWA Community Action Partnership	Dana Patsie, Director of Child Care Programs	3
West Central Minnesota Communities Action	Jim Haugen, Head Start Director	3
Current Community Board Members		
Parent	Becca Grieger / Parent	2