

**KOOCHICHING COUNTY FAMILY COLLABORATIVE
JOINT POWERS AGREEMENT**

BETWEEN:

**INDEPENDENT SCHOOL DISTRICT NO. 361
(INTERNATIONAL FALLS)**

**INDEPENDENT SCHOOL DISTRICT NO. 363
(SOUTH KOOCHICHING-RAINY RIVER)**

**KOOCHICHING COUNTY
(PUBLIC HEALTH AND HUMAN SERVICES)**

**KOOTASCA COMMUNITY ACTION, INC.
(INCLUDING HEAD START)**

**ARROWHEAD REGIONAL CORRECTIONS
(KOOCHICHING COUNTY PROBATION)**

NORTHLAND COUNSELING CENTER

KOOCHICHING COUNTY FAMILY COLLABORATIVE JOINT POWERS AGREEMENT

This Joint Powers Agreement made and entered into January 30th, 2021 by and between Independent School District No. 361 (International Falls), Independent School District No. 363 (South Koochiching-Rainy River), Koochiching County (Public Health and Human Services), KOOTASCA Community Action, Inc. (including Head Start), Northland Counseling Center, and Arrowhead Regional Corrections (Koochiching County Probation) is as follows:

WHEREAS, Minnesota Statute Section 121.8355 and Section 245.491 permits public and private child-serving agencies to come together by mutual agreement to establish a merger of family services and children's service system; and

WHEREAS, there is a recognized need to plan and develop services for children, to include children with disabilities, and families; and

WHEREAS, there is a need to provide services which allow families freedom of choice regarding service delivery; and

WHEREAS, the Participating Boards desire to make these services readily available to their residents; and

WHEREAS, the Participating Boards desire to improve the planning and coordination of family services within the county and multi-district area covered by this Agreement; and

WHEREAS, the Participating Boards recognize such services can be appropriately financed, supported, and managed through a multi-organization joint venture.

NOW THEREFORE, in consideration of the conveyance and mutual agreements combined herein and pursuant to the foregoing, and to the Minnesota Statutes Section 471.59, the Participating Boards do hereby establish the Koochiching County Family Collaboration Joint Powers Board, having the composition, powers, and duties provided in this Agreement as follows:

SECTION 1: PURPOSE

- A. The purpose of the Agreement is to fulfill the Participating Boards broad responsibilities to protect the health and welfare of their citizens; to improve planning and coordination of family services within the county. The Joint Powers Board will plan for and develop policies pertaining to implementing, directly managing, or contracting for the operation of services of the Family Services Collaborative application jointly submitted to the State Department of Administration in June, 1998, and the Children's Mental Health Collaborative application jointly submitted to the State Department of Administration in June, 2000.

- B. The Project shall provide those services and/or procedures necessary to accomplish the goals and objectives outlined in the aforementioned collaborative plan.
- C. In addition to the above-specified powers, the Board shall have and exercise all powers which may be necessary to enable it to perform and carry out its duties and responsibilities to implement the county/multi-school district/Community Action Program/Family Service/Children's Mental Health Collaborative.

SECTION 2: GOAL

Our vision is to have an integrated delivery system that efficiently responds to needs of families in Koochiching County; children from birth through age 21 who have multiple problems or are at risk of developing multiple problems, and their families.

SECTION 3: COMPOSITION

The Joint Powers Board shall be the superintendent and one representative selected from each participating School Board, two representatives from the County Board, Director of the Public Health and Human Services, Director of KOOTASCA, Inc. (Koochiching County resident member or their designated alternates, one representative of Northland Counseling Center, or their designated alternates, one representative from the Arrowhead Regional Corrections Board (Koochiching County resident member) or their designated alternates, and two commonly agreed upon parent representatives.

SECTION 4: POWERS

The Board shall possess all the powers and duties assigned by law to:

- A. Receive and expend for the purposes of providing the services described in the collaborative plan the funds designated by the Participating Boards and the parties hereto, funds from the State of Minnesota, or from any other lawful source, including any governmental source, gifts, or donations.
- B. The committee currently known as the Koochiching County Family Collaborative is made up of service providers and community volunteers from throughout the county to provide technical assistance, program development and advice to the Joint Powers Board.
- C. Koochiching County will be the Administrative County and fiscal agent during the life of the Agreement and will provide staff support to the Joint Powers Board and ensure the strict accountability of all funds and accurate reporting of all receipts and reimbursements. Administrative County responsibilities will be reviewed annually.

SECTION 5: OPERATING PROCEDURES

- A. The Joint Powers Board will conduct business according to their operating procedures, which may be reviewed annually. In addition to those specified

powers, the Joint Powers Board shall have and exercise all powers which may be necessary to enable it to perform and carry out duties and responsibilities to implement and manage the project.

- B. The Board shall elect from its membership a chairperson and such other officers as it deems necessary for the conduct of its affairs.
- C. Each agency, school district, and parent representative shall have one vote in the determination of all issues.
- D. Times and places of regular and special meetings shall be fixed by the Board.
- E. All meetings of the Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law, M.S. 13D.01, and amendments thereto.
- F. Each member of the Board may receive a per diem and be reimbursed expenses in the performance of official duties within the limitations established by the Board which they represent.
- G. The Joint Powers Board shall seek and utilize recommendations or actions to secure or expend funds from alternative funding sources.
- H. The Joint Powers Board agrees the laws relating to official interest in the contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director, or officer of a provider agency who is a Party of this agreement to serve as a member of the Board provided that such employee, director, or officer abstain from deliberation, action, or vote in specific respect to that provider agency, including service contracts between the Collaborative and that provider agency.

SECTION 6: COLLABORATIVE SERVICES

The proceeds of special grants, contracts, or other forms of revenue received by the Project for the purpose(s) conditioned by the revenue source shall be deposited to the collaborative fund in the name of the Project, and shall be approved for expenditure by the Project members utilizing the same procedures established for all other moneys in the collaborative service fund.

SECTION 7: AMENDMENTS

This agreement may be amended only by the agreement of all Participating Boards. Notice of any proposed amendment must be provided to all Participating Boards at least 30 days prior to the effective date of the proposed amendment.

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, Minn. Stat. §13 and or 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 shall also

comply with data practice policies of the parties they are receiving information from and Minn. Stat. §124D.23, Subd. 5.

SECTION 9: WITHDRAWAL/TERMINATION

Any party shall have the right to withdraw from this Agreement and Board hereby created in the following manner:

- A. Notice of intent to withdraw shall be given in writing to all parties. Notice to Mandated Parties shall be addressed as follows: Koochiching County—Office of County Administrator; Independent School Districts—Office of the Superintendent; Kootasca ACP and/or Head Start—Director; Northland Counseling Center -; Arrowhead Regional Corrections—Office of the Executive Director. The party withdrawing shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution and shall send a certified copy of such resolution to the chairperson of the Board not less than ninety (90) days before the effective date of withdrawal. The certified copy of such resolution shall be provided to the Chairperson of the Board by hand delivery.
- B. Upon receipt of the resolution of a withdrawal, the Chairperson of the Board shall mail copies of the resolution to all Joint Power's appointees to the Board.
- C. Where a party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its withdrawal is sent later than the first day of the last month in the quarter, in which case fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal.
- D. The withdrawing party shall not be entitled to a refund of monies paid to the Board prior to the effective date of the withdrawal.
- E. Notwithstanding the parties' authority to withdraw, this Agreement and the Board created hereby shall continue in force until a State Mandated Party or all remaining Parties mutually agree to terminate or revise this Agreement by joint resolution of the State Mandated Parties provided the remaining parties continue to meet the statutory requirements of Minn. Stat. §471.59, Subd. 11, (b) and (c), and Minn. Stat. §124D.

SECTION 10: DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION

- A. All property, real and personal, held by the Joint Powers Board at the time of termination shall be distributed by resolution of the Board in accordance with law and in a manner to best accomplish the continuing purposes of the Project.

SECTION 11: INSURANCE AND INDEMNIFICATION

- A. Parties to this Agreement shall obtain and maintain workers' compensation insurance, automobile insurance for Project vehicles, and general liability

insurance for bodily injury, personal injury, and property damage to the Project officials and employees in the performance of duties arising from this Agreement and provide certification and evidence of such coverage to the other parties. Each Board agrees to save and protect, hold harmless, defend, and indemnify each other against any or all clients' causes of action and damages of any nature whatsoever arising from or related to the provision of services pursuant to the terms of this Agreement.

SECTION 12: EFFECTIVE DATE

This Agreement shall be effective when adopted by all Parties and remain in effect until revised or rescinded.

IN WITNESS THEREOF, the Participating Boards' resolutions have caused this Agreement to be executed by their respective officers.

KOOCHICHING COUNTY

Chairperson
Koochiching County Board of Commissioners

Date

Director, Koochiching County PH & HS

Date

Approved as to Form and Execution:

Koochiching County Attorney

Date

INDEPENDENT SCHOOL DISTRICT 361

Superintendent

Date

School Board Chairperson

Date

School District Parent

Date

INDEPENDENT SCHOOL DISTRICT 363

Superintendent

Date

School Board Chairperson

Date

School District Parent

Date

KOOTASCA COMMUNITY ACTION, INC.

Board Chairperson

Date

Executive Director

Date

NORTHLAND COUNSELING

Board Chairperson

Date

Director

Date

ARROWHEAD REGIONAL CORRECTIONS

Board Chairperson

Date

Director

Date