

# **Governance Agreement For Fillmore County Family Service Collaborative**

This agreement, made and effective on the date signed by a majority of all parties, by and between the County of Fillmore and its Public Health Department and Department of Social Services; school districts of Chatfield, Fillmore Central, Kingsland, Lanesboro, Mabel-Canton, and Rushford-Peterson; Semcac; Zumbro Valley Mental Health Center; a parent representative; DFO Community Corrections; and University of Minnesota Extension Service-Fillmore County; and referred to as the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE.

**Authority:**

The Coordinating Council will have legal decision-making authority for the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE in preparing policies and procedures to take to the member organizations and overseeing the Integrated Fund. The Coordinating Council will negotiate the Integrated Fund contributions from each mandated Party and will assign Integrated Fund contributions to the Fiscal Agent to maintain and to be expended in accordance with the operating budget approved by the member organizations. The Coordinating Council will consist of one member from each of the six mandatory partner organizations, one school representative, one Root River Program representative, and one parent.

**Authority:**

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**Signature Authority:**

The Coordinating Council and FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE officers will have the power to sign letters of intent or memorandums of understanding on behalf of the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE when the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE has agreed to be a grant partner with a member organization. To avoid conflicts of interest a Coordinating Council member or elected officer may only sign on behalf of the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE if they are not an employee or volunteer of the membership organization applying for the grant.

**Membership:**

Membership of the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE will include public and private providers of services to children and families in Fillmore County. New members will be included upon majority vote of approval by the active membership present at a regularly scheduled meeting.

(See Appendix A: Active Membership List)

**Officers:**

The FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE will designate a Former Chairperson, Current Chairperson, Future Chairperson, and Secretary to take office effective each July 1st. Officers will serve a term of one year in each role based upon a designated schedule (See Appendix B: Officer Schedule). These officers will be selected from one of the six mandated partner organizations or school districts.

**Agreement:**

Member organizations agree to employ qualified staff to meet the service needs of the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE. Member organizations will receive reimbursement for any costs specified in the budget of the collaborative when funds are available. Member organizations agree to maintain appropriate client records, statistical data and employment records to meet the collaborative goals. Fillmore County Social Services agrees to serve as the fiscal agent for the project as directed through the Minnesota Department of Human Services Contract to Participate in the Local Collaborative Time Study. Information will be shared with Social Services in accordance with grant guidelines and the Minnesota Data Practices Act and HIPPA regulations.

Member organizations agree to cooperate for maximum effectiveness and to ensure the satisfactory performance of this project. Each member organization will provide for project space, administrative services, interagency meetings, and other facilities necessary as an in-kind contribution to the project. The Coordinating Council will meet regularly to review the project's progress, determine the allocation of the resources in the collaborative's integrated fund, and review all project expenditures. Member organizations will review the Coordinating Council's recommendations and take action by majority vote.

The FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE may, with majority approval at any one meeting, be the fiscal agent for a grant flowing through the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE. Any grant flowing through the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE must work toward the mission of the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE. The FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE retains the right to set certain guidelines upon the grant. These guidelines include but are not limited to: reimbursement for hours spent on the grant by the fiscal agent administration, detailed presentation prior to grant application and regular presentations during award period and clear language in the grant detailing FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE responsibility toward any financial or in kind grant match.

**Term of Agreement:**

This AGREEMENT shall be effective as of the date the agreement is signed by the majority of the parties and shall continue in effect unless otherwise modified. Any party to this Agreement desiring to withdraw from the collaborative may do so by providing ninety (90) day written notice. Notice shall be mailed to the FILLMORE COUNTY FAMILY SERVICES COLLABORATIVE Coordinating Council. All parties are bound to this agreement when signing or when the majority signs, whichever is later.

**Interagency Disputes:**

1. Staff from the grieving agency shall provide a written notice of conflict to the coordinating council that identifies the conflict, proposed action and a summary of factual, legal and policy grounds.
2. A written response, which includes proposed solutions to the conflict, shall be provided by the coordinating council within 45 days of receipt of the notice of conflict.
3. Upon resolution of the conflict, a joint communication indicating such will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from the coordinating council will be submitted to the agency heads for resolution.
5. Upon resolution of the conflict, a joint communication so indicating will be developed and disseminated by each agency head.

Should the preceding steps not resolve the conflict; the parties may waive formal administrative proceedings and adopt a method of alternative dispute resolution by mutual consent.

**Modification of Agreement:**

Modifications of this agreement shall be made only by the consent of the majority of the member organizations present at the time of the vote. Modifications shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications and signed by all parties.

**Other Agency Agreements:**

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies from individually entering into an agreement with one or more parties to this agreement or other parties outside of this agreement. Such agreement shall not nullify the force and effect of this agreement.



**Coordinating Council Signature**  
**As representative of the**  
**Fillmore County Family Services Collaborative**

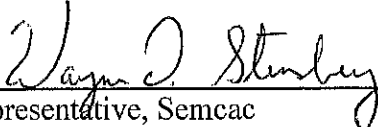
*Lanthea R Stevens, PHN*

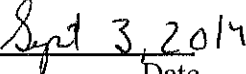
*12-18-14*

Representative, Fillmore County Community Services – Public Health Division

Date

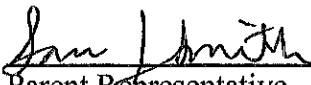
**Coordinating Council Signature**  
**As representative of the**  
**Fillmore County Family Services Collaborative**

  
Representative, Semcac

  
Date

**Wayne D. Stenberg**  
**Executive Director**

**Coordinating Council Signature  
As representative of the  
Fillmore County Family Services Collaborative**

  
Parent Representative



7-10-14  
Date


**Coordinating Council Signature  
As representative of the  
Fillmore County Family Services Collaborative**

Michelle Brutschler  
Director, Root River Program

6/12/14  
Date



**Coordinating Council Signature**  
**As representative of the**  
**Fillmore County Family Services Collaborative**



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Representative, Zumbro Valley Mental Health

10-11-14

Date

**Coordinating Council Signature**  
**As representative of the**  
**Fillmore County Family Services Collaborative**

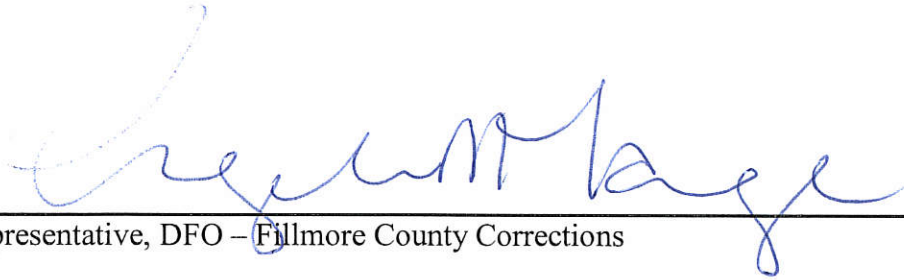
*SueAnn Storkard*

Educator, University of Minnesota Extension – Fillmore County

*6/12/14*

Date

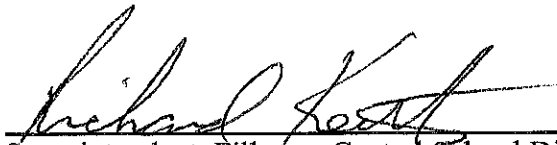
**Coordinating Council Signature  
As representative of the  
Fillmore County Family Services Collaborative**

A handwritten signature in blue ink, appearing to read "Kurt M. Page", written over a horizontal line.

Representative, DFO – Fillmore County Corrections

6-12-14  
Date

**Coordinating Council Signature**  
**As representative of the**  
**Fillmore County Family Services Collaborative**



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Superintendent, Fillmore Central School District

6/12/14

Date

**Coordinating Council Signature**  
**As representative of the**  
**Fillmore County Family Services Collaborative**

*UCP*

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Representative, Fillmore County Community Services – Social Services Division

*6/12-14*  
Date



## Appendix A: Active Membership List

Arc Southeastern Minnesota

Chatfield School District

Dodge, Fillmore, and Olmsted (DFO) - Fillmore County Corrections\*^

Fillmore Central School District^

Fillmore County Community Services - Public Health Division\*^

Fillmore County Community Services - Social Services Division\*^

Fillmore County Sheriff's Department

Hiawatha Valley Education District

Kingsland School District

Lanesboro School District

Mabel-Canton School District

Minnesota Children & Youth with Special Health Needs

Parent Representative: Smith Family^

Root River Interagency Committee

Root River Program^

Rushford-Peterson School District

Semcac\*^

University of Minnesota Extension\*^

Workforce Development, Inc.

Zumbro Valley Mental Health\*^

Early Childhood Initiative

\* Mandated Partner Organization

^ Coordinating Council Member

### Appendix B: Officer Schedule

<b>Year</b>	<b>Former Chair</b>	<b>Current Chair</b>	<b>Future Chair</b>	<b>Secretary</b>
2014	Public Health	Chatfield	Semcac	Fillmore Central
2015	Chatfield	Semcac	Fillmore Central	Social Services
2016	Semcac	Fillmore Central	Social Services	Kingsland
2017	Fillmore Central	Social Services	Kingsland	Zumbro Valley
2018	Social Services	Kingsland	Zumbro Valley	Lanesboro
2019	Kingsland	Zumbro Valley	Lanesboro	DFO
2020	Zumbro Valley	Lanesboro	DFO	Mabel Canton
2021	Lanesboro	DFO	Mabel Canton	Extension
2022	DFO	Mabel Canton	Extension	Rushford Peterson
2023	Mabel Canton	Extension	Rushford Peterson	Public Health
2024	Extension	Rushford Peterson	Public Health	Chatfield
2025	Rushford Peterson	Public Health	Chatfield	Semcac
2026	Public Health	Chatfield	Semcac	Fillmore Central