

**COOPERATIVE AGREEMENT
BETWEEN ANOKA COUNTY AND CENTENNIAL SCHOOL DISTRICT
FOR USE OF EDUCATIONAL SPACE**

THIS AGREEMENT is made between Anoka County Human Services Division- Community Corrections [County], and Centennial Independent School District No. 12, [Centennial]. Both parties are governmental units of the State of Minnesota. This Agreement is made pursuant to Minnesota Statutes §471.59.

Recitals

- (1) The general purpose of this Agreement is to establish terms and conditions to govern Centennial School District's use of space owned by Anoka for educational purposes. The parties have created and agreed to a separate Memorandum of Understanding to outline the terms and conditions of the mutual cooperation for the supervision and educational instruction of all students found at the Anoka County Juvenile Center.
- (2) Centennial and County have been partners pursuant to a Cooperative Agreement 2012-2015 which was amended in 2014, 2016, and 2020.
- (3) Anoka County Human Services – Community Corrections is responsible for the detention and treatment of juveniles. Pursuant to that responsibility, Anoka County has established the Anoka County Juvenile Center located in the City of Lino Lakes, Anoka County, Minnesota consisting of three separate buildings.
- (4) Centennial Independent School District No. 12 is responsible to provide an education to all eligible juveniles within its boundaries.
- (5) Anoka County Community Corrections has space available at 7555 – 4th Avenue, Lino Lakes, MN to be used by Centennial School District to comply with its responsibility to provide educational instruction to those students found at the Anoka County Juvenile Center in programs other than the secure facilities and other students Centennial may deem appropriate. Anoka County and Centennial School District wish to enter into an agreement for the use of the space which will benefit both parties.

NOW THEREFORE, the County and Centennial agree as follows:

1. TERM

- 1.1. This Agreement shall commence on July 1, 2024 and end on June 30, 2028 unless terminated earlier as provided in §13 TERMINATION.

2. CENTENNIAL'S OBLIGATIONS

- 2.1. Centennial will utilize the space for the sole purpose of providing educational and related services to those juveniles found within its boundaries and required to be located

at the Anoka County Juvenile Center and other services and programs incidental thereto. Centennial may expand the scope of education to include a broader population of students. In this event, additional space may be required and is available to Centennial upon agreement between the County and Centennial as outlined in paragraph 3.1.1.

- 2.2. Centennial will abide by all state and local zoning and licensing requirements for use of the building as an educational institution. Centennial shall not use the premises for any purpose in violation of any federal, state or municipal statute or ordinance or any regulation, currently in effect or hereafter enacted.
- 2.3. Centennial is responsible for custodial services for the utilized area as described in Attachments A, B & C.
- 2.4. Centennial shall replace or repair damages to the property caused by Centennial while providing educational services, other than ordinary wear and tear and damage created from reasonable use.
- 2.5. Centennial shall not make any alterations to the premises to install cabling or other equipment for computer or telephonic equipment, paint, wallpaper, alter or redecorate, change, or install locks, screws, fastening devices, large nails or adhesive materials on or in any portion of the premises without first obtaining consent from the Juvenile Center Superintendent at 763-324-4823.
- 2.6. Centennial shall be solely responsible for all costs associated with any alterations or modifications to the premises.
- 2.7. All modifications to real property shall become the property of Anoka County upon termination of this Agreement.

3. COUNTY'S OBLIGATIONS

- 3.1. County agrees to provide Centennial with use of the area as more fully described in the attached Exhibits A, B & C. Said described area constitutes 16,321 square feet.
 - 3.1.1. Additional use of interior and exterior building areas may be granted with approval from the Juvenile Center Superintendent.
 - 3.1.2. County will provide parking and outdoor recreational areas for Centennial's use.
- 3.2. County agrees to provide heat, electricity, water and sewer for the areas of the building utilized by Centennial.
- 3.3. County will provide maintenance for major appliances and structural and building system aspects of the building, including but not limited to:
 - 3.3.1. Heating, air conditioning, electrical and plumbing systems, water and sewer;
 - 3.3.2. Structural maintenance, such as windows, doors and siding;

- 3.3.3. External maintenance such as mowing, weeding, salting and snow removal.
- 3.3.4. Garbage removal and recycling.

3.4. County will provide routine repair and maintenance of the facility.

3.5. County may enter, inspect and/or repair the premises at any time in case of emergency. For all other purposes, if requested by Centennial, County will provide at least 24 hours advance notice prior to entry for smoke alarm inspections, other inspections or repairs if school is in session.

3.6. County is responsible for the following necessary inspections:

- 3.6.1. Fire Marshal
- 3.6.2. Fire/Smoke System
- 3.6.3. Elevator
- 3.6.4. Sprinkler System
- 3.6.5. Health - Anoka County
- 3.6.6. Fire Extinguishers
- 3.6.7. DOC - facility license

3.7. County is responsible for all real estate taxes due.

4. COST

- 4.1. Centennial will reimburse Anoka County in the amount of \$11.00 per square foot per year as and for rent, for a total annual payment of \$179,531.00.
- 4.2. Centennial will reimburse Anoka County for additional supplies provided including non-residential school meals and supplies (paper goods, plastic wear, etc.)
- 4.3. Anoka shall invoice all expenses including rent, meals, and supplies by July 31st, and Centennial shall pay invoice by September 1st, or as agreed upon between Anoka County Juvenile Center Superintendent and Centennial School District Superintendent.
- 4.4. Centennial shall be responsible for all other costs, including but not limited to:
 - 4.4.1. Furnishings for the utilized portions of the building;
 - 4.4.2. Telephone, internet and cable services;
 - 4.4.3. Permits and licenses;
 - 4.4.4. Employee salaries and expenses;
 - 4.4.5. Liability insurance.

5. ASSIGNMENT

- 5.1. Centennial may not assign or transfer any rights or obligations under this Agreement without the County's prior written consent.

6. NO CO-PARTNERSHIP

- 6.1. Nothing in this agreement creates or establishes a co-partner relationship, a joint venture, or an association with or between Centennial and the County.
- 6.2. Nothing in this Agreement makes Centennial, including its officers, employees and agents the agent, representative or employee of the County for any purpose whatsoever.
- 6.3. Nothing in this Agreement makes the County, including its officers, employees and agents the agent, representative or employee of Centennial for any purpose whatsoever.

7. RECORDS AND AUDIT

- 7.1. To the extent permitted by the Minnesota Government Data Practices Act (MGDPA), the Federal Family and Educational Rights and Privacy Act (FERPA), and other applicable law, upon reasonable notice, Centennial will make available its books, records, documents and accounting procedures and practices relevant to this Agreement to the County and to the Legislative or State Auditor for audit and examination.
- 7.2. Centennial will retain records relevant to this Agreement for a period of six years.

8. AFFIRMATIVE ACTION/NONDISCRIMINATION

- 8.1. In accordance with Anoka County's Affirmative Action Policy and the County Commissioner's policies against discrimination, Centennial agrees that no person will illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the project that is the subject of this agreement on the basis of race, creed, color, sex, marital status, public assistance status, sexual orientation, age, disability, or national origin.

9. INDEMNITY

- 9.1. Each party agrees that it will be responsible for any and all claims, expenses (including attorney's fees), losses, damages, or lawsuits for damages that arise or result from any act or omission of that party's officers, agents, employees, guests and invitees.
- 9.2. Each party agrees that it will indemnify the other, its board members, commissioners, officers, agents, and employees against any and all claims, expenses (including attorney's fees), losses, damages, or lawsuits for damages that arise or result from any act or omission of that party's agents, employees, guests and invitees.
- 9.3. Nothing in this agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. sections 3.732 et seq. or any other applicable law.

10. FORCE MAJEURE

- 10.1. Neither party shall be liable for any loss or delay resulting from any unforeseeable event, including Acts of God, fire, natural disaster, epidemic or pandemic, labor stoppage, war or military hostilities or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

11. INSURANCE

- 11.1. Centennial agrees that it will have and keep in force insurance coverage pursuant to the terms as outlined in Exhibit D, Anoka County Human Services Insurance Requirements.
- 11.2. Centennial will have Workers' Compensation coverage as required by the State of Minnesota.

12. ENTIRE AGREEMENT

- 12.1. The parties' entire agreement is contained in this document.
- 12.2. Items referred to in this agreement are incorporated or attached and deemed to be part of the agreement.
- 12.3. To alter, modify, or amend the agreement, the parties must have a written agreement signed by their authorized representative(s).
 - 12.3.1. An interpretation or variation that is not viewed as material does not require signature.

13. TERMINATION

- 13.1. This Agreement begins on July 1, 2024, and ends on June 30, 2028 unless terminated earlier as provided in paragraph 13.2.
- 13.2. Either party may terminate this agreement at any time, with or without cause, by giving at least twelve (12) months written notice of the termination, delivered by mail or in person to the other property. Notice shall be effective three days after mailing.
- 13.3. If the premises become totally or partially destroyed during the term of this Agreement so that Centennial's use is seriously impaired, either party may terminate this Agreement immediately upon written notice to the other party.
- 13.4. This agreement may be terminated if Centennial becomes more than 120 days in default of payment of rent after notice in writing to Centennial from County of the default.

13.5. Indemnity, Audit, and other affirmative obligations, such as records retention and data practices provisions, survive this agreement's termination.

14. GOVERNING LAW

14.1. Minnesota law shall govern any disputes surrounding the terms of this agreement. Any claims shall be filed in Anoka County District Court.

15. COUNTERPARTS

15.1. This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

16. NOTICE

16.1. Notice shall be given to the following parties or their successors:

County: Nate Parker, Superintendent
Anoka County Community Corrections
7555 – 4th Avenue
Lino Lakes, MN 55014
763-324-4823

Centennial District: Jeffrey Holmberg, Superintendent
Centennial School District 12
4707 North Road
Circle Pines, MN 55014

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Contract # C0010684

Centennial having signed this Agreement and the Anoka County Board of Commissioners having approved this Agreement on _____ and the proper County officials having signed this Agreement, the parties agree to be bound by its provisions.

COUNTY OF ANOKA

INDEPENDENT SCHOOL DISTRICT
NO. 12

By: _____
Dee Guthman
Interim Anoka County Administrator

By: _____
Centennial School District Superintendent

Print Name: _Jeff Holmberg_____

Dated: _____

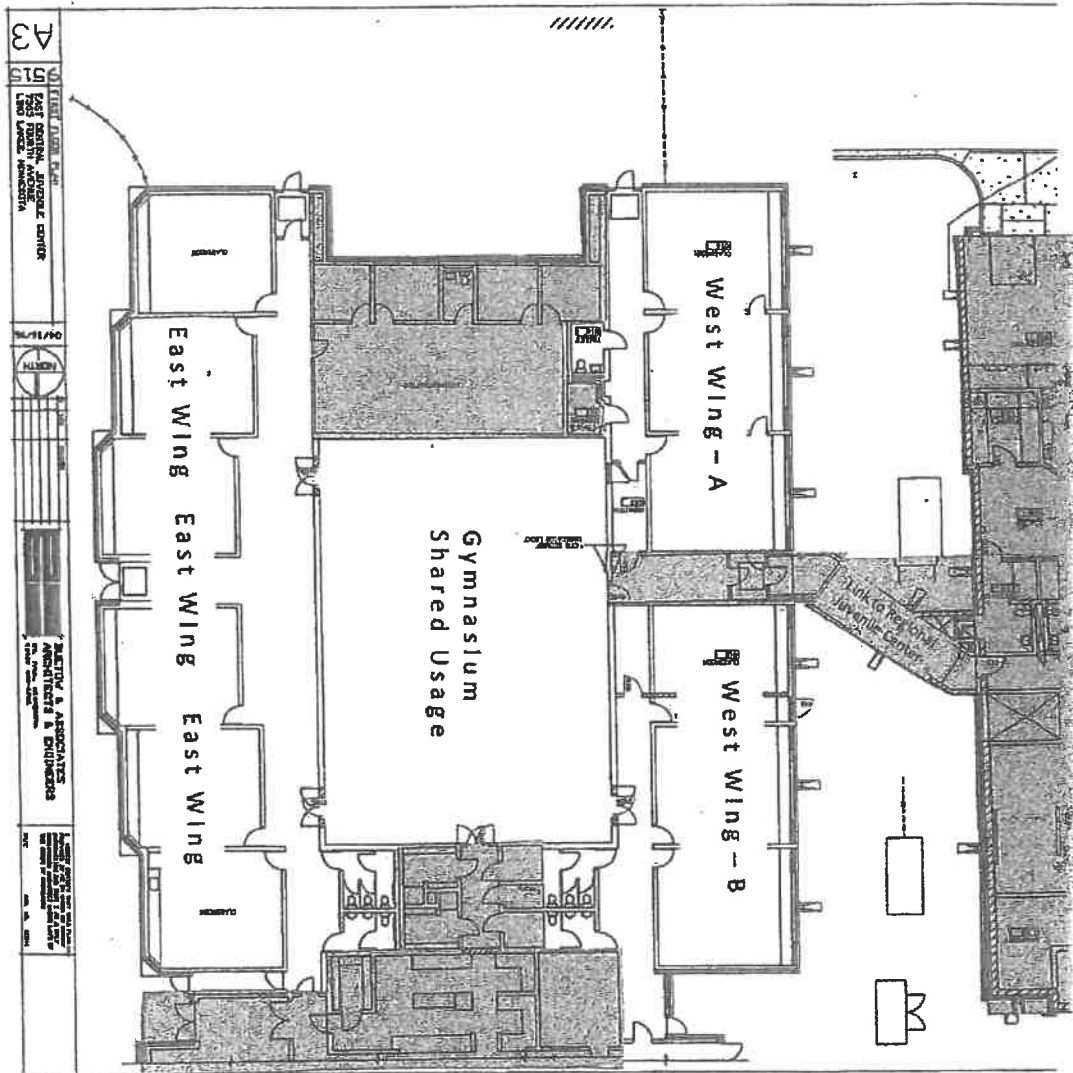
Dated: _____

APPROVED AS TO FORM:

Nancy Norman Sommer
Assistant Anoka County Attorney

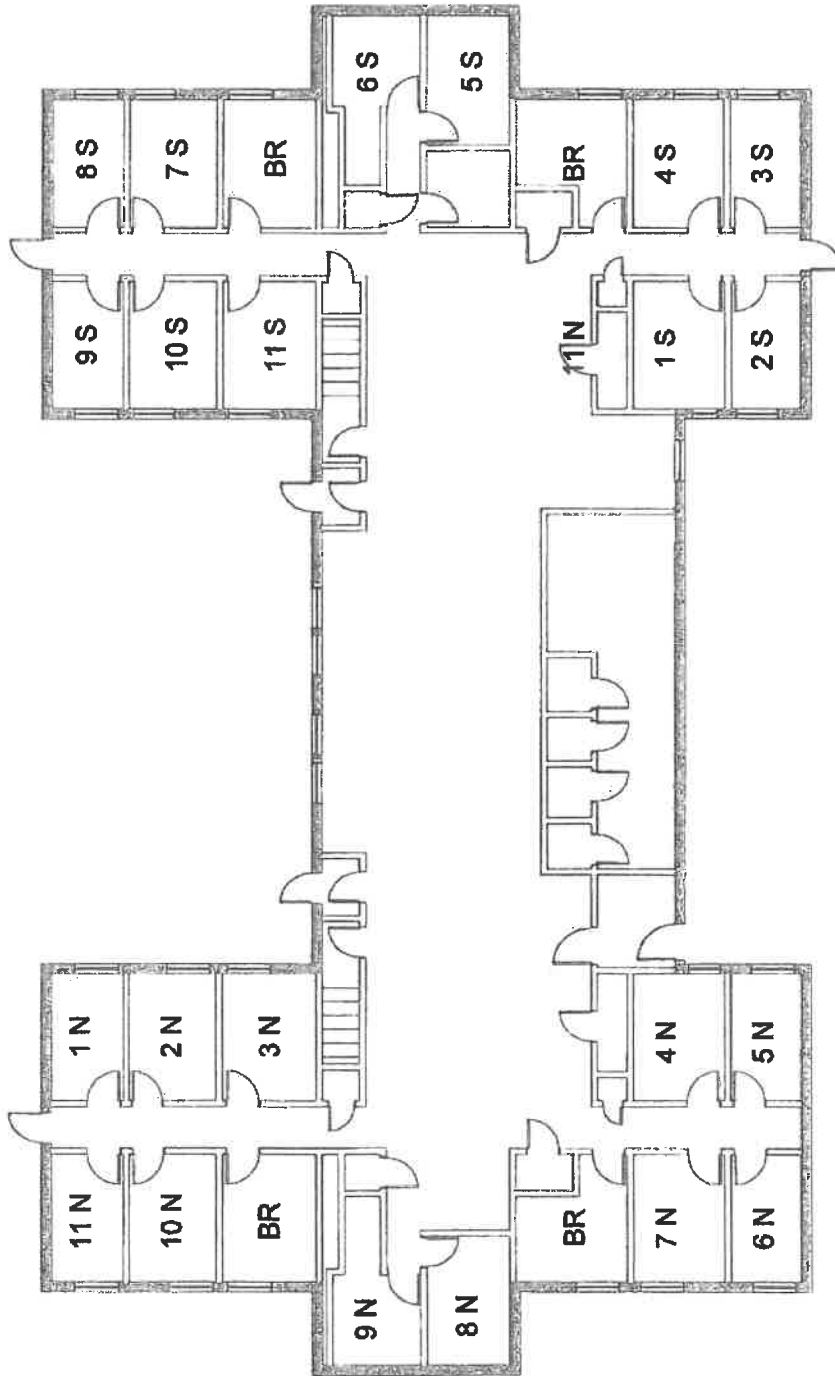
EXHIBIT A

ISD #12 LEASED SPACE at 7555 4TH AVENUE					Exhibit A
East Wing	Room #	D1	D2	Sq Ft	
	E109	20'10"	X 22'10"	483	
	E108	20'2"	X 22'9"	460	
	E107	20'6"	X 20'11"	441	
	E106	19'11"	X 22'8"	460	
	E105	20'10"	X 21'9"	462	
	E104	20'11"	X 21'1"	441	
	Gym**	49'3"	X 72'	3528	
	Hallway	9'4"	X 129'6"	1170	
	Girls Restroom	4'11"	X 8'8"	45	
	Boys Restroom	6'8"	X 8'8"	55	
West Wing - A	Room #	D1	D2	Sq Ft	
	E129	20'	X 20'9"	420	
	E132	20'1"	X 22'8"	460	
	E133	20'	X 22'8"	460	
	Hallway	6'0"	X 35'11"	216	
	RestRroom	5'5"	X 7'3"	35	
West Wing - B	Room #	D1	D2	Sq Ft	
	E124	19'11"	X 22'8"	460	
	E125	19'11"	X 21'6"	440	
	E126	7'6"	X 29'6"	240	
	Hallway "L"	4'4"	X 23'9"	96	
	Hallway	49'9"	X 8'	400	
	Girls Restroom	9'2"	X 9'6"	90	
	Boys Restroom	6.8"	X 9'2"	63	
Sq Ft Total				10,926	
**Exclusive Use by the District During School Hours					



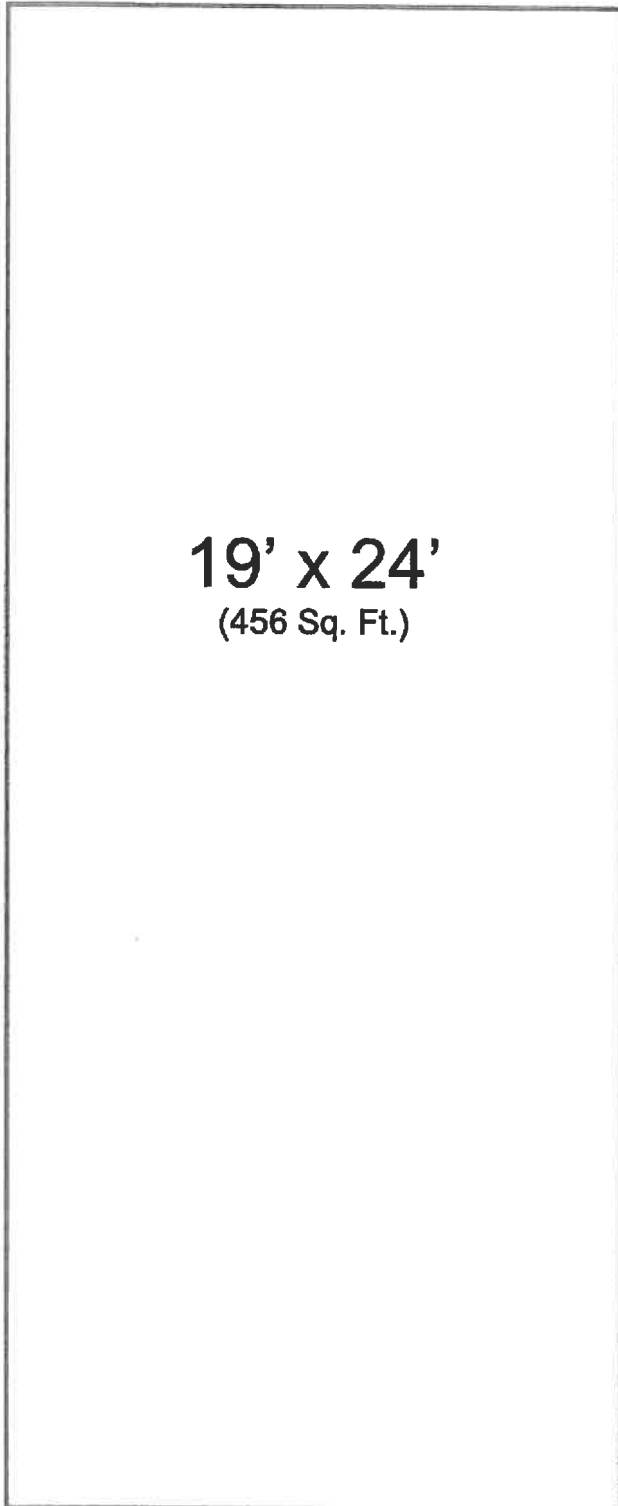
ISD #12
Leased Space at 7555 4th Avenue
Lino Lakes, MN 55014

EXHIBIT B



Pines - Walker Building
No Scale

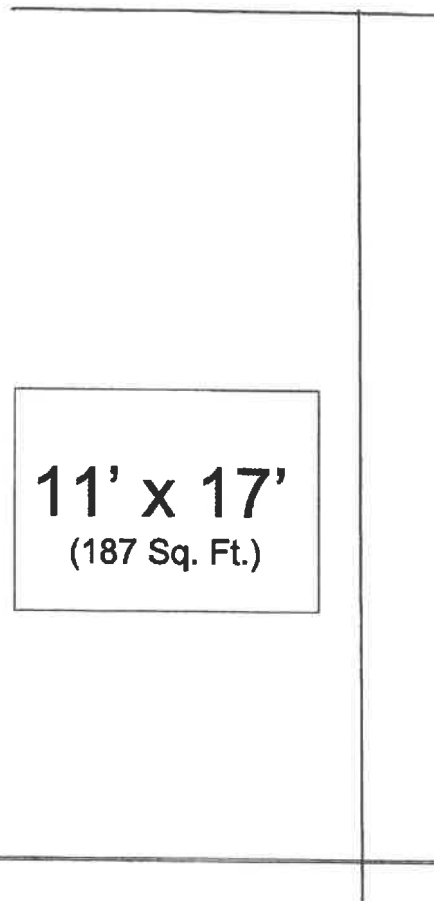
Contract # C0010684



19' x 24'
(456 Sq. Ft.)

Exhibit C

Walker Basement Supply Storage
Primary use: Education Supplies
Total Space: 643 Sq. Ft.



11' x 17'
(187 Sq. Ft.)

Exhibit D

INSURANCE REQUIREMENTS

1. INSURANCE

- 1.1. Contractor will procure and maintain for the duration of this Agreement (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors.
- 1.2. **Commercial General Liability.** Contractor will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of not less than \$1,500,000 each occurrence.
 - 1.2.1. CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent Contractor, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
 - 1.2.2. **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the Commercial General Liability, using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor's work and services performed for the County. This coverage shall be primary to the Additional Insured.
 - 1.2.3. The County's insurance will be excess of the Contractor's insurance and will not contribute to it. The Contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
 - 1.2.4. **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1. Contractor will obtain an endorsement to affect this waiver.
- 1.3. **Professional Liability or Errors and Omissions Insurance** – Contractor will maintain Professional Liability or Errors and Omissions insurance appropriate for the profession, with minimum limits of coverage at \$1,500,000 per occurrence. Coverage under such policy may not be subject to a deductible that exceeds \$25,000 per occurrence. All sub-contractors to the Contractor providing professional services under this contract will also provide evidence of professional liability insurance to Anoka County at the limits specified in this section if requested by County. Contractor shall not make or accept any changes to such a policy and maintain all claims-made form policy for at least two years following the completion of work.
- 1.4. **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease for each employee and not less than \$500,000 Bodily Injury By Disease policy limit.

1.4.1. If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:

1.4.1.1. Evidence why the Contractor is not required to obtain Workers' Compensation Insurance.

1.4.1.2. A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and

1.4.1.3. A statement which agrees to hold Anoka County harmless and indemnify the County from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.

1.4.2. **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor. Contractor will obtain an endorsement to affect this waiver.

1.5. Other Insurance Provisions

1.5.1. Prior to the start of this Contract, Contractor will furnish Anoka County with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Anoka County to demand such certificate or other evidence of full compliance with the insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.5.2. Cancellation and Material Change Endorsement shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

1.5.3. **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.

1.5.4. **Cross-Liability coverage.** If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.