

**JOINT POWERS AGREEMENT
FOR THE MAINTENANCE OF A
SCHOOL CROSSING FLASHER SYSTEM
AT CENTERVILLE ELEMENTARY SCHOOL,
CENTENNIAL SCHOOL DISTRICT NO. 12**

This Agreement is made and entered into this 10th day of February, 1999, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County," and Centennial School District No. 12, 4707 North Road, Circle Pines, Minnesota 55014, hereinafter referred to as the "School District."

WITNESSETH

WHEREAS, the School District has caused the construction of a school crossing flasher at the Centerville Elementary School on County State Aid Highway 14 (Main Street) for the safety of the traveling students; and

WHEREAS, the School District would like to contract with the Anoka County Highway Department to maintain said school crossing flasher; and

WHEREAS, the parties agree maintenance shall be the sole obligation of the School District; and

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of maintaining the school crossing flasher located on County State Aid Highway 14 (Main Street) at Centerville Elementary School in the City of Centerville.

II. METHOD

The School District shall provide all engineering services and shall cause the construction of School District said school crossing flasher in conformance with the plans and specifications.

III. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. Actual costs may vary and those will be the costs for which the School District will be responsible.

B. The School District shall pay 100% of all costs.

IV. TERM

This Agreement shall continue until (1) terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or School District pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

VIII. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods which occurred prior to such notice of termination. The City shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

IX. SIGNALIZATION POWER

The School District shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the school crossing flasher, including any necessary extension of power lines. The School District shall be responsible for the ongoing cost of power.

X. MAINTENANCE

- A. The County shall maintain the signal controller, flashing signal and pedestrian indications associated wiring of the said school crossing flasher at the sole obligation of the School District.
- B. Painting of the traffic signal shall be the sole obligation of the School District.
- C. Only the County shall have access to the controller cabinet.
- D. The school crossing flasher shall be the property of the County.
- E. All costs incurred by the County will be billed to the School District on a quarterly basis.

XI. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and the Superintendent of Schools of Centerville School District No. 12, 4707 North Road, Circle Pines, Minnesota 55014, on behalf of the School District.

XII. INDEMNIFICATION

The School District and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XIII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: 

Dan Erhart, Chairman
County Board of Commissioners

Dated: 11-10-99

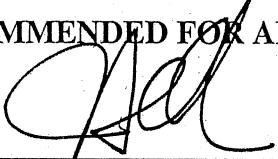
ATTEST

By: 

John "Jay" McLinden
County Administrator

Dated: 11-10-99

RECOMMENDED FOR APPROVAL

By: 

Jon G. Olson, P.E.
County Engineer

Dated: 11/4/99

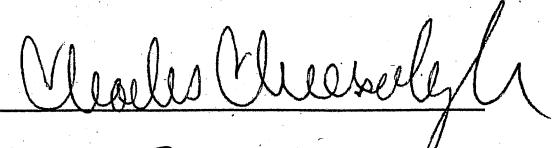
APPROVED AS TO FORM

By: 

Dan Clint
Assistant County Attorney

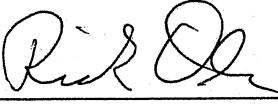
Dated: 11-17-99

CENTENNIAL SCHOOL DIST. NO. 12

By: 

Its: SCHOOL BOARD CHAIR

Dated: 11-1-99

By: 

Its: SCHOOL BOARD CLERK

Dated: 11-1-99

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____