

02-16171-C



HennepinTechnical
College

Customized Training Services

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
HENNEPIN TECHNICAL COLLEGE
CUSTOMIZED TRAINING CONTRACT**

Contract # 12062

THIS CONTRACT is between Hennepin Technical College (hereinafter COLLEGE), located at 13100 College View Drive, Eden Prairie, MN 55347 acting by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities, and City of Saint Paul, through its Fire Department, Attn: Timothy Butler, the current Fire Chief, or designee (hereinafter CLIENT), located at 645 Randolph Avenue, St Paul, MN 55102.

I. COLLEGE'S DUTIES. The COLLEGE agrees to provide the following:

A. Title of Instruction:

Credit Based Fire Protection courses as requested by the CLIENT. College will incorporate appropriate Fire Department Standard Operating Procedures into each course delivered. The prescribed classes will be:

1. FRPT 1161 Building Construction for Fire Services - 3 credits
2. FRPT 1225 Intro to Rescue Technician - 3 credits
3. HBIF 1200 Engine Company Operations – 16 hours
4. HBIF 1205 Truck Company Operations – 24 hours
5. HBIF 1210 Squad Company Operations – 16 hours
6. FRPT 1165 Apparatus Operator - 3 credits
7. FRPT 1180 Hazardous Materials Technician - 3 credits

B. Date(s) of Instruction:

Dates of all scheduled courses to be determined mutually by COLLEGE and CLIENT.

C. Name of Instructor:

To be Determined, CLIENT has exclusive right to interview and choose the COLLEGE instructor of their choice for each course.

D. Location:

Saint Paul Fire Department Training Facility with a COLLEGE facility as a backup.

Our Training Means Businesssm

Page 1 of 8

Hennepin Technical College is an affirmative action, equal opportunity educator and employer.

E. Attendees

1. All courses will meet the apprenticeship agreement, Attached as Exhibit A, and will be delivered exclusively for Saint Paul Fire Department employees. Courses with a class size of twenty-five students or smaller will be open to other fire department personnel. Students from agencies other than St. Paul Fire will pay a fee in the amount of fifty dollars (\$50.00) to the CLIENT for every course, to cover the use of the CLIENT'S facility and fire apparatus. Class size will not exceed thirty (30) when made available to other department personnel.
2. If the CLIENT cancels any course, at any time, pursuant to Section IV or Section VII, the COLLEGE is solely responsible to any non-CLIENT students, who are enrolled in courses made possible under this Agreement, for the continuation of those courses. The CLIENT shall bear no responsibility to the non-CLIENT students or the COLLEGE for the costs, continuation, reimbursement of those canceled courses. The CLIENT has no relationship with the non-CLIENT students other than to allow those students, with signed waivers, access to the CLIENT'S facilities and fire apparatus, as used by the COLLEGE, when the COLLEGE is providing services to the CLIENT, under this contract.
3. Waiver of Liability:
Students employed by fire departments, other than the CLIENT'S, must sign a waiver of liability for the CLIENT, at the first class. Students refusing to execute an approved waiver shall be denied admission to any CLIENT facilities or the use of any CLIENT fire apparatus. See IX.

F. COLLEGE will collect registration forms and release of information forms from each student.

G. COLLEGE will conduct participant evaluations at the completion of each course and provide the results to the CLIENT.

H. COLLEGE will provide, as needed, a backup COLLEGE facility or the UAW/Ford/MnSCU training center to the Saint Paul Fire Department Training Facility and back-up fire apparatus.

I. Cost for CLIENT'S employees.

1. The cost for the FRPT 1165 Apparatus Operator course for each individual will be one-hundred sixty dollars (\$160.00) per credit, minus five dollars (\$5.00), for a total cost of one-hundred fifty-five dollars (\$155.00) per credit. The cost for each individual credit, per student, is being reduced at a rate of five dollars (\$5.00), as payment for the COLLEGE'S use of the CLIENT'S fire apparatus. The fire apparatus is limited to fire engine and ladder truck; hydrant/water supply; audio visual equipment; and copy machine.
2. The cost for all other courses for each individual will be one hundred sixty dollars (\$160.00) per credit.

3. Maximum cost under this Agreement is one hundred thousand dollars (\$100,000.00).

J. COLLEGE will grant college credit for Fire Protection courses to individuals who successfully complete courses as part of a St. Paul Fire Department Recruit Academy. The process will involve application to the college and registration for the course(s).

1. COLLEGE will charge and collect a one time college application fee in the amount of twenty dollars (\$20.00) from fire recruits of CLIENT if they desire to receive college credit for courses taught in the fire academy.

2. COLLEGE will bill CLIENT a fifty dollar (\$50.00) registration/processing fee for each individual enrolled in the following courses during the recruit academy:

- a. Fire Fighter I \$50.00
- b. Fire Fighter II \$50.00
- c. HAZMAT Operational \$50.00
- d. HAZMAT Technician \$50.00

3. COLLEGE will process the application and registration and maintain an academic transcript for each individual.

4. COLLEGE will award appropriate college credit for courses successfully completed

5. COLLEGE will provide onsite credit based instruction for the St Paul Fire Department recruit academy. Recruit academy courses are:

- a. Firefighter I – five (5) credits
- b. Firefighter II – two (2) credits
- c. HazMat Operational – three (3) credits

Cost for all recruit academy courses are one hundred sixty dollars (\$160.00) per credit.

6. College will provide one instructor throughout the duration of the academy for classroom and hands-on instruction.

7. College will provide additional instructors to assist with the hands-on skills sessions of the recruit academy at the request of the CLIENT. Cost for the hands-on skills instructors is \$50.00 per hour for each instructor required.

II. CLIENT'S DUTIES. The CLIENT agrees to provide the following:

A. Roster of participants. Twelve (12) students minimum per class.

- B. Saint Paul Fire Department Training Facility with the understanding that the COLLEGE will provide a COLLEGE facility or the UAW/Ford/MnSCU training center as backup.
- C. The CLIENT will provide fire equipment or fire apparatus as needed for FRPT 1165 Apparatus Operator when the course is held at the Saint Paul Fire Department Training Facility. The fire apparatus is limited to: fire engine and ladder truck; hydrant/water supply; audio visual equipment; and copy machine. The COLLEGE will provide backup fire apparatus for the course, if at any given time, a course is held at a COLLEGE facility or the UAW/Ford/MnSCU training center as backup.
- D. Make all contacts for training and services through the COLLEGE and will not employ the presenter/instructor directly for additional sessions of the COLLEGE curriculum.
- E. The CLIENT will collect a fee in the amount of fifty dollars (\$50.00) from students representing fire departments other than St. Paul on the first day of class. See Section I paragraph E.
- F. The CLIENT will provide personnel to collect waivers of liability for the CLIENT from the non-CLIENT students on the first day of class. No non-CLIENT student will be allowed admission to any CLIENT facilities or use of any CLIENT fire apparatus without a fifty dollar (\$50.00) fee and signed waiver to the CLIENT.

III. SITE OF INSTRUCTION.

See section I and section II - B.

IV. CONSIDERATION AND TERMS OF PAYMENT

- A. The CLIENT'S consideration in this Agreement is the security of acquiring an agreement in which an accredited college, the COLLEGE, is to provide St. Paul Fire and Safety Services Department's employees with necessary credit based Fire Protection courses.
- B. Students can purchase books from the COLLEGE or the Fire Instructors Association of Minnesota.
- C. Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the CLIENT desires to cancel or reschedule the instruction due to low enrollment, CLIENT shall give at least five (5) days notice in writing to the COLLEGE'S authorized agent to cancel or reschedule. If the instruction is canceled as provided herein, the COLLEGE shall be entitled to payment calculated according to paragraph VII. If the instruction is rescheduled as provided herein, payment shall be according to this paragraph IV.
- D. Terms of payment. The COLLEGE will submit an invoice for the instruction/service performed. The CLIENT will pay within thirty (30) days of receiving the invoice. Please submit payment to: Hennepin Technical College, Attn: Business Office, 9000 Brooklyn Blvd, Brooklyn Park MN 55445.
- E. Costs. The CLIENT will pay the course charges for their employees. The costs for each course credit are one-hundred sixty dollars (\$160.00), with the exception of FRPT 1165 Apparatus Operator as described in Section I.

F. The COLLEGE will use the CLIENT'S Saint Paul Fire Department Training Facility, for training at the request of the CLIENT, as a convenience for the CLIENT'S employees, with the understanding that the COLLEGE will provide a COLLEGE facility or the UAW/Ford/MnSCU training center, as backup.

V. AUTHORIZED REPRESENTATIVES. All communications regarding the terms of this contract shall be submitted to the following persons:

A. COLLEGE CONTACT PERSON:

Name: David Klocek

Title: Fire Training.

Phone: (952) 995-1315 Fax: (952) 995-1331 E-Mail: david.klocek@hennepintech.edu

B. CLIENT CONTACT PERSON/BILLING ADDRESS:

Name: John Swanson

Title: Accounting Administration

Address: 645 Randolph Avenue, St Paul, MN 55102

Phone: (651) 228-6256 Fax: (651) 228-6255 E-Mail: john.swanson@ci.stpaul.mn.us

VI. TERM OF CONTRACT.

A. Effective Date: July 1, 2011

B. End Date: June 30, 2012, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION.

A. This contract may be canceled by the COLLEGE or the CLIENT at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the COLLEGE shall be entitled to payment, determined on a pro rata basis, for work or instruction satisfactorily performed for the CLIENT under this contract.

B. Also, in the event of cancellation, the CLIENT shall have no liability to the non-CLIENT students for residual portions of any courses canceled; that responsibility belongs solely to the COLLEGE.

VIII. ASSIGNMENT. Neither the CLIENT nor the COLLEGE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

IX. LIABILITY. COLLEGE and the CLIENT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of the COLLEGE shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732 and 3.736 et seq., and other applicable law. The liability of the CLIENT shall be

governed by the provision of Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq. and other applicable law.

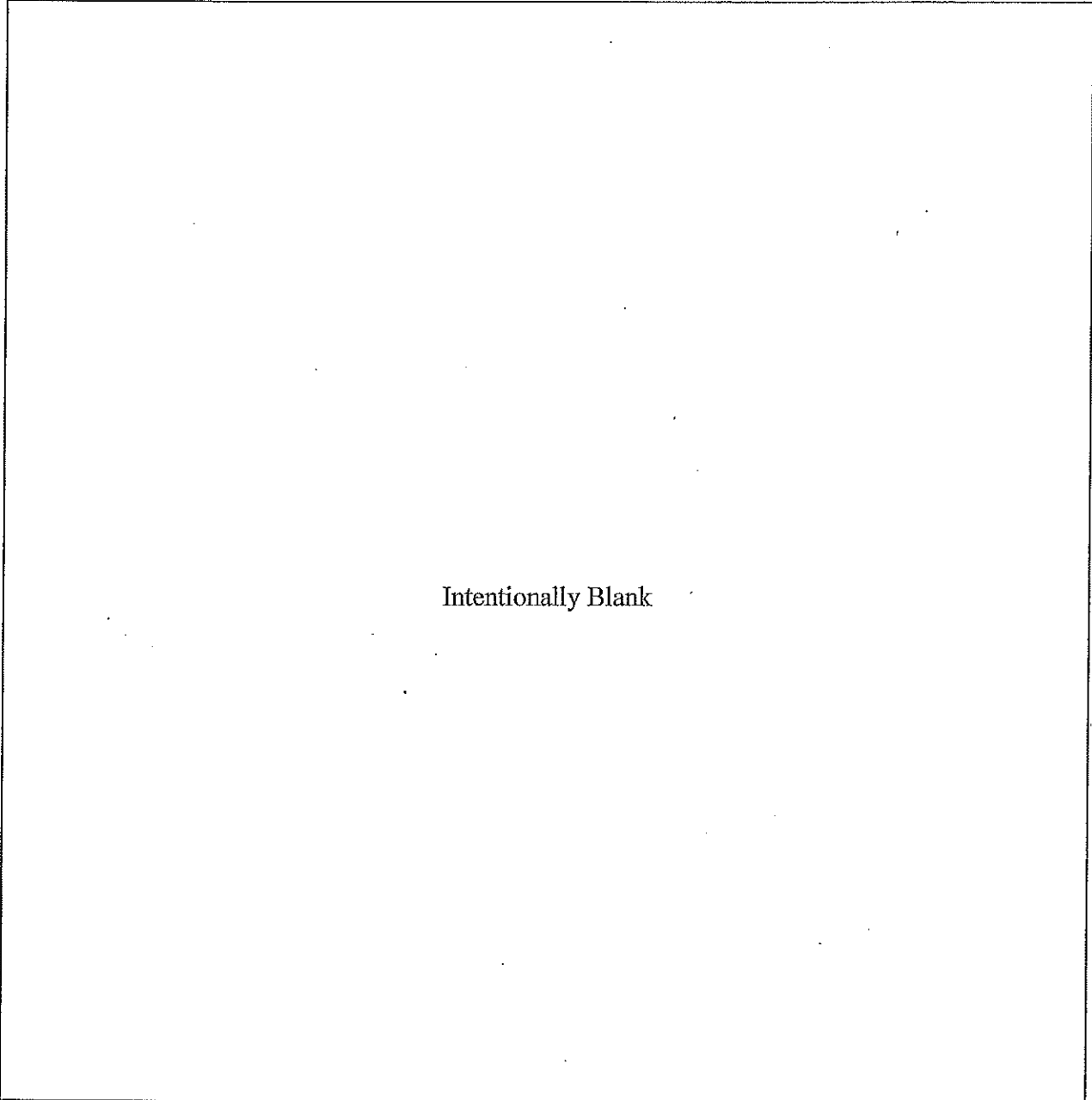
If materials are being provided to the COLLEGE by the CLIENT, the CLIENT agrees to be responsible for and indemnify and defend, with the approval of the Attorney General's Office, COLLEGE against any claims alleging that the materials provided by the CLIENT infringe on any third party's United States and/or international patent(s), copyright(s), trademark(s), trade name(s), servicemark(s) and servicename(s) or trade secret(s).

For materials provided to the CLIENT by the COLLEGE, the COLLEGE agrees to be responsible for and indemnify and defend, with the approval of the Saint Paul City Attorney Office, CLIENT against any claims alleging that the materials provided by the COLLEGE infringe on any third party's United States and/or international patent(s), copyright(s), trademark(s), trade name(s), servicemark(s) and servicename(s) or trade secret(s).

- X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The CLIENT agrees that in fulfilling the duties of this contract, the CLIENT is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services or other areas covered by the ADA.
- XI. AMENDMENTS. Any amendment or supplement to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XII. GOVERNMENT DATA PRACTICES ACT. The CLIENT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CLIENT in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the CLIENT or the COLLEGE. In the event the CLIENT receives a request to release the data referred to in this Article, the CLIENT must immediately notify the COLLEGE. The CLIENT will abide by the Minnesota Government Data Practices Act in the release of any data.
- XIII. RIGHTS IN ORIGINAL MATERIALS. The COLLEGE shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the COLLEGE and its employees individually or jointly with others or any sub CLIENT in the performance of its obligations under this contract. This provision shall not apply to materials provided by the CLIENT for which the CLIENT has ownership of.

XIV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XV. OTHER PROVISIONS. (Attach additional page(s) if necessary): N/A



IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

HENNEPIN TECHNICAL COLLEGE

By: [Signature]
(Signature of person authorized to sign on behalf of COLLEGE)

Title: Director of Operations

Date: 8/9/11

ST. PAUL FIRE DEPARTMENT

CLIENT certifies that the appropriate person(s) have executed this contract on behalf of the CLIENT as required by applicable articles, by-laws, resolutions or ordinances.

By: [Signature]
Title: Chief, Saint Paul Fire Department

Date: _____

By: [Signature]
Title: Mayor

Date: 9/26/11

By: [Signature]
Title: Saint Paul City Attorney

Date: 9-14-11

By: [Signature]
Title: Director of Office of Financial Services

Date: 9/26/11

By: [Signature]
Title: Human Rights & Equal Economic Opportunities
Date: 9/29/11

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