

F.Y. 2014	Cost Center 216-126	Obj. Code	Amount	Vendor #	P.O. #
--------------	------------------------	-----------	--------	----------	--------

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
DAKOTA COUNTY TECHNICAL COLLEGE
CUSTOMIZED TRAINING INCOME CONTRACT

Dakota County Technical College (hereafter "COLLEGE/UNIVERSITY") by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities and **City of Saint Paul Fire Department, 1683 Energy Park Drive, St Paul, MN 55108** (hereafter "PURCHASER") agree as follows:

I. DUTIES OF THE COLLEGE/UNIVERSITY: The COLLEGE/UNIVERSITY agrees to provide the following:

Title of Instruction/Activity/Service: **Emergency Response Driving**

Date(s) of Instruction/Activity/Service: **November 1, 2013 – 9am to 4pm**

Instructor/Trainer/Consultant: **As provided by DCTC**

Location: **Classroom/Range @ DCTC**

Other Provisions: **N/A**

II. DUTIES OF THE PURCHASER: The PURCHASER agrees to provide:

N/A

III. SITE OF INSTRUCTION/ACTIVITY/SERVICE: **DCTC** shall make all of the arrangements, including any payment, for the location to be used for the Instruction/Activity/Service.

IV. CONSIDERATION AND TERMS OF PAYMENT:

A. Cost. Cost of Instruction/Activity/Service (total or per hour): **\$150 per operator not to exceed \$2250**

Other fees: **N/A**

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the PURCHASER desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, PURCHASER shall give at least **seven** days notice in writing to the COLLEGE/UNIVERSITY'S authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the COLLEGE/UNIVERSITY shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

B. Terms of Payment. The COLLEGE/UNIVERSITY will send an invoice for the Instruction/Activity/Service performed. The PURCHASER will pay within 30 days of receiving the invoice. Please send payment to:

Dakota County Technical College
Attn: Marsha Johnson
1300 145th Street East
Rosemount, MN 55068-2999

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT:

- A. PURCHASER'S authorized agent: **Tom McDonough, Training Chief**
- B. COLLEGE/UNIVERSITY authorized agent:
Patrick McQuillan, Dean of Customized Training & Continuing Education

VI. TERM OF CONTRACT:

- A. Effective date: **November 1, 2013**
- B. End date: **November 1, 2013** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION. This contract may be canceled by the PURCHASER or the COLLEGE/ UNIVERSITY 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/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

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

IX. LIABILITY. The PURCHASER shall indemnify, save, and hold the COLLEGE/UNIVERSITY, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the COLLEGE/UNIVERSITY, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the COLLEGE/UNIVERSITY'S failure to fulfill its obligations pursuant to this contract.

X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provision of the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE/UNIVERSITY 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 amendments 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 PURCHASER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE/UNIVERSITY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER 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 PURCHASER or the COLLEGE/UNIVERSITY.

In the event the PURCHASER receives a request to release the data referred to in this Article, the PURCHASER must immediately notify the COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

XIII. RIGHTS IN ORIGINAL MATERIALS. The Dakota County Technical 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/UNIVERSITY and its employees individually or jointly with others or any sub PURCHASER in the performance of its obligations under this contract. This provision shall not apply to the

following materials:

N/A

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): **Not Applicable**

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

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

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Dakota County Technical College

By (authorized signature)
Title
Date

By (authorized College/University signature)
Title
Date

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

MnSCU 003
07/07/03