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**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
Century College  
**CUSTOMIZED TRAINING INCOME CONTRACT**

Century College (hereafter "State") by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities) and City of St Paul Public Works (hereafter "Purchaser") agree as follows:

I. DUTIES OF THE STATE. The State agrees to provide the following:

Title of Instruction/Activity/Service: Customer Service

Date(s) of Instruction/Activity/Service: April 5, 2012, 8:30 a.m.-12:30 p.m.

Instructor/Trainer/Consultant: Jeannette Grace

Location: City of St Paul Public Works, 891 N Dale St., St Paul, MN

Other Provisions: The College will provide an instructor, course materials, certificates of completion and a summary of evaluations.

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

A training site and AV equipment (if needed by the instructor).

III. SITE OF INSTRUCTION/ACTIVITY/SERVICE: City of St Paul Public Works 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): \$800.00 (total)

B. Terms of Payment. The State 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:

Century College, 3300 Century Avenue North, White Bear Lake, MN 55110

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT

A. Purchaser's authorized agent: Karen Clark

B. State's authorized agent: Joan Peterson

VI. TERM OF CONTRACT

A. Effective date: April 5, 2012

B. End date: April 5, 2012, 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 State at any time, with or without cause, upon five (5) days written notice to the other party. In the event of such a cancellation, the State 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 State shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

IX. LIABILITY. Each party will be solely responsible for its own acts and omissions, the acts of its employees, and results thereof to the extent authorized by law. The parties will not be responsible for the acts of any others or the results thereof. Liability of the state will be governed by the provisions of Minn. Stat. Section 3 736 and the liability of the Purchaser by Minn. Stat. Ch. 466. This clause will not be construed to bar any legal remedies each party may have for the other party'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 provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The State 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. The Purchaser must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State 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 State.

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

XIII. RIGHTS IN ORIGINAL MATERIALS. The State 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 State and its employees individually or jointly with others or any subcontractor 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.

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.**

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

MnSCU003  
3/20/01

**2. MINNESOTA STATE COLLEGES AND  
UNIVERSITIES  
Century College**

By (authorized college signature) <i>Jocelyn Jargo</i>
Title VP CECT
Date 2/3/2012