

F.Y.: 17	Cost Center: 211524	Obj. Code: 9182	Amount: \$31,860.00	Vendor #:	P.O. #:
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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 Fire Department (hereafter "Purchaser") agree as follows:

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

Title of Instruction/Activity/Service: Driver/Operator (Part 1) – Pumping and Water Flow Refresher

Date(s) of Instruction/Activity/Service:

<u>August 13, 2016, 9 a.m.-noon</u>	<u>August 13, 2016, 1-5 p.m.</u>	<u>August 14, 2016, 9 a.m.-noon</u>
<u>August 14, 2016, 1-5 p.m.</u>	<u>August 15, 2016, 9 a.m.-noon</u>	<u>August 15, 2016, 1-5 p.m.</u>
<u>August 21, 2016, 9 a.m.-noon</u>	<u>August 21, 2016, 1-5 p.m.</u>	<u>August 23, 2016, 9 a.m.-noon</u>
<u>August 23, 2016, 1-5 p.m.</u>	<u>August 27, 2016, 9 a.m.-noon</u>	<u>August 27, 2016, 1-5 p.m.</u>
<u>August 28, 2016, 9 a.m.-noon</u>	<u>August 28, 2016, 1-5 p.m.</u>	<u>September 2, 2016, 9 a.m.-noon</u>
<u>September 2, 2016, 1-5 p.m.</u>	<u>September 9, 2016, 9 a.m.-noon</u>	<u>September 9, 2016, 1-5 p.m.</u>
<u>September 10, 2016, 9 a.m.-noon</u>	<u>September 10, 2016, 1-5 p.m.</u>	<u>September 11, 2016, 9 a.m.-noon</u>
<u>September 11, 2016, 1-5 p.m.</u>	<u>September 17, 2016, 9 a.m.-noon</u>	<u>September 17, 2016, 1-5 p.m.</u>
<u>September 30, 2016, 9 a.m.-noon</u>	<u>September 30, 2016, 1-5 p.m.</u>	<u>October 1, 2016, 9 a.m.-noon</u>
<u>October 1, 2016, 1-5 p.m.</u>	<u>October 2, 2016, 9 a.m.-noon</u>	<u>October 2, 2016, 1-5 p.m.</u>

Instructor/Trainer/Consultant: Century College Instructors

Location: St Paul Fire Department Training Center, St Paul, MN.

Other Provisions: The College will provide instruction, course materials and certificates of completion.

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

A training site and a roster of participants so certificates of completion can be prepared.

**III. SITE OF INSTRUCTION/ACTIVITY/SERVICE:** City of St Paul Fire Department shall make all of the arrangements 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):

\$1,062.00 per class x 30 classes = \$31,860.00 Total

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:

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: Ken Gilliam

B. State's authorized agent: John Ehret

VI. TERM OF CONTRACT.

A. Effective date: August 13, 2016

B. End date: October 30, 2016, 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 ten (10) 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 agrees that it will be responsible for its own acts and/or omissions in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof.

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 whateverform, 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.

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:

**1. PURCHASER: St. Paul Fire Department**  
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) 
Title Interim Dean, Continuing Education & Customized Training
Date 7-7-16