

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 BE IT RESOLVED, that the Saint Paul City Council authorizes the City of Saint Paul to enter into the
 2 attached agreement with the State of Minnesota State Colleges and Universities, Century College. Century
 3 College will provide approximately 300 hours of POST approved training for the period September 1,
 4 2012 through August 31, 2013. A copy of said agreement is to be kept on file and on record in the Office
 5 of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

Thomas E. Smith

By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Approved by Mayor for Submission to Council

By: _____

F.Y.: 13	Cost Center: 211561	Obj. Code: 9182	Amount: \$3,560	Vendor #:	P.O. #:
-------------	------------------------	--------------------	--------------------	-----------	---------

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

Century College

INCOME CONTRACT

This contract is by and between St Paul Police Department (hereinafter "PURCHASER") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Century College (hereinafter "STATE").

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, the STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

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

1. Law Enforcement Continuing Education Program of Century College will provide approximately 300 hours of POST approved training for the period September 1, 2012 through August 31, 2013.
2. Registration for training will be conducted on a first-come, first served basis with priority given to licensed officers/dispatchers from participating member agencies. The number of enrollments from individual agencies may be limited in some cases in order to accommodate all member agencies.
3. The Training Program will be continually evaluated by means of course evaluations completed at the conclusion of each training session, and program and curriculum evaluations and surveys will be solicited from participating agencies. Training programs will be offered at Century College.
4. Century College will provide participant "no shows" reports to participating member agencies, in a timely manner, upon request.
5. Courses not covered by this training agreement include Firearms Qualification and Training Program. Any other course excluded by this agreement will be so identified in the training brochure.

II. DUTIES OF PURCHASER. The PURCHASER agrees to provide the following:

1. Participating agencies will publicize the program to officers and promote courses internally.
2. In order to best meet the specific needs of law enforcement, training officers/dispatchers from participating member Law Enforcement agencies will be invited to meetings to participate in the review of past and future curriculum and training concerns.
3. Participating agencies may request verification of their employee's attendance.

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this contract shall be paid by the PURCHASER as follows:

Annual cost is \$445 per slot for full-time licensed officers/dispatchers with the purchase of 6 or more slots. Annual cost for 1-5 slots is \$595 per slot.

St Paul Police Department has made the commitment to purchase eight (8) slots at \$445 each totaling \$3,560.

- B. Terms of Payment. Payment shall be made by the PURCHASER no later than 30 days following receipt of the invoice.
- IV. TERM OF CONTRACT. This contract shall be effective on September 1, 2012, or upon the date that the final required signature is obtained by the STATE, whichever occurs later, and shall remain in effect until August 31, 2013, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- V. CANCELLATION. Century College reserves the right to cancel courses due to lack of enrollment. Departments will **NOT** receive confirmation or registration, but will be contacted by phone or by mail if the class is filled or canceled.
- Notice of registration cancellation by an officer must be received three working days prior to the start of the course.
- VI. AUTHORIZED REPRESENTATIVES. The PURCHASER'S Authorized Representative for the purposes of administration of this contract is Mary Nash. The STATE'S Authorized Representative for the purposes of administration of this contract is Joan Peterson. Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.
- VII. 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.
- VIII. 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. The liability of the PURCHASER, Saint Paul Police Department and the City of Saint Paul, its employees, officials and agents shall be governed by provision of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq. and other applicable law. The liability of the STATE shall be governed by the provisions of the Minnesota Torts Claims Act, Minn. Stat. §3.736.
- IX. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 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.
- X. 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.
- XI. 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 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.

- XII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIII. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XIV. OTHER PROVISIONS. (Attach additional page(s) if necessary):

Incident Weather

Listen to WCCO Radio for any college closing information.

POST Credits

Peace officers who successfully complete the POST approved courses will receive peace officer continuing education credits.

Discrimination Policy

In accordance with the administrative rules of the Minnesota POST Board and the Policy of Century College all persons shall be eligible for enrollment in any program regardless of race, color, religion, sex, national origin, residency, marital status or physical disabilities.

If you need a reasonable accommodation for a disability (e.g., wheelchair accessibility, interpreter, Braille or large print materials) such an accommodation can be made available upon advance request. Please contact the Century College Access Center, 651-779-3355 or TTY 651-773-1715 as soon as possible.

Waiting Lists

If a course should fill, officers will be put on a waiting list.

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Century College

By (authorized signature) <i>Jeralyn Jargo</i>
Title Vice President, CE/CT
Date 7/27/12

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office signature) <i>Jeralyn Jargo</i>
Title Vice President, CE/CT
Date 7/27/12

2. 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

By (authorized signature)
Title
Date