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STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Inver Hills Community College, Center for Professional and Workforce Development
2500 E. 80th Street
Inver Grove Heights, MN 55076
(651) 450-8578

CUSTOMIZED TRAINING INCOME CONTRACT

Inver Hills Community College, Center for Professional and Workforce Development
(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 (hereafter "PURCHASER") agree as follows:

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

Title of Instruction/Activity/Service:

Course: EMC-9100-41 EMS Academy – Summer 2011

Date(s) of Instruction/Activity/Service:

Dates: Monday, Wednesday, Friday June 20, 2011 to August 26, 2011
Time: 8:00 A.M. to 4:00 P.M.

Instructor/Trainer/Consultant

Location:

Location: Fire Station 51
Building: Off Campus
Room: Fire51

Other Provisions:

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

The training site and any necessary equipment.

III. SITE OF INSTRUCTION/ACTIVITY SERVICE:

Inver Hills Community College 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):

\$55,425.00

Other fees:

If the contract is canceled by the Purchaser, with or without cause, the college shall be entitled to payment, determined on a pro rata basis, for work or instruction satisfactorily performed.

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 30 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:

Inver Hills Community College
Business Office
2500 E. 80th Street
Inver Grove Heights, MN 55076

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. PURCHASER'S authorized agent: Anne O'Connor

B. COLLEGE/UNIVERSITY'S authorized agent: Kristine Hanson, Customized Training Representative

VI. TERM OF CONTRACT

A. Effective Date: June 20, 2011

B. End date: August 26, 2011 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. This contract may be cancelled by the Purchaser or the College 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/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. 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 COLLEGE/UNIVERSITY and the PURCHASER, their 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.

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 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 of 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 Inver Hills Community 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 subPURCHASER in the performance of its obligations under this contract. This provision shall not apply to the following materials:

There is no exception to the above.

- 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.**

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

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
Inver Hills Community College, Center for Professional and Workforce Development

By (authorized signature)
Title
Date