Council File #_____
Green Sheet #_____

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by _____

RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached agreement with the State of Minnesota, Dakota County Technical College for facility rental for law enforcement training June 21, 2012 and June 25, 2012. A copy of said agreement is to be kept on file and on record in the Office of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Requested by Department of: **POLICE**

_____

By: Tim L. Smith

Form Approved by City Attorney

By: _____

Form Approved by Mayor for Submission to Council

By: _____

F.Y.:	Cost Center:	Object Code:	Amount:	Vendor #:	P.O.#
2011-2012	216 126		2,200		

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 **St Paul Police Department, 367 Grove Street, St Paul, MN 55101** (hereafter "Purchaser") agree as follows:

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

Title of Instruction/Activity/Service: **Facility rental for law enforcement training**

Date(s) of Instruction/Activity/Service: **June 21 & 25, 2012 – 7am to 4pm**

Instructor/Trainer/Consultant: **Not Applicable**

Location: **Public Safety Bldg/Driving Range, DCTC, Rosemount MN**

Other Provisions: **Not Applicable**

II. DUTIES OF THE PURCHASER The Purchaser agrees to provide: **Not Applicable**

III. SITE OF INSTRUCTION/ACTIVITY/SERVICE. Dakota County Technical 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: **$1100.00 per day**

Other Fees: **Not Applicable**

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 4 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: **Terry Erdman, Training Unit, Academy Liason**

B. College/University's authorized agent: Sharon LaComb, Vice President or Gary Hebert, Dean of Customized Training.

VI. TERM OF CONTRACT.

A. Effective Date: **June 21, 2012**

B. End Date: **June 25, 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 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. Purchaser and the College/University agree that each party shall be responsible for its acts and omissions, and the consequences thereof. Purchaser's liabilities will be as provided in the Municipal Tort Claims Act, Minn. Stat. ch. 466, and the College/University's liabilities will be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. section 3.736. This clause shall not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under 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 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. DATA PRACTICES. Purchaser agrees to comply with the Minnesota Data Practices Act as it applies to all data in its possession generated as a result of this contract with College/University in accordance with the terms of this contract. College/University agrees to comply with the Minnesota Government Data Practices Act as it applies to all data generated under the terms of this contract within its possession.

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 subcontractor in the performance of its obligations under this contract. This provision shall not apply to the following materials: **Not Applicable**

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.

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Dakota County Technical College

By (authorized College/university signature)
Title
Date

By (authorized College/University signature)
Jim Unger
Title Director, Public Safety, Customized Training
Date **April 30, 2012**

MnSCU003