



STAFF REPORT

DATE: June 6, 2017

CONSENT

ITEM #: 13

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Approval of “CUSTOMIZED TRAINING INCOME CONTRACT” With Hennepin Technical College.

REVIEWED BY: Kristina Handt, City Administrator
Rob Weldon , Public Works Director

BACKGROUND: This is a joint training venture between Public Works and the Fire Department, to train personnel in the areas of Confined Space Awareness and Confined Space Entry, with the Fire Department also completing Confined Space Rescue. Both departments will be trained to meet the OSHA requirements for their discipline.

This training will allow Public Works employees to enter confined space, such as man holes to perform their duties. It will also give the fire department the proper training to rescue any personnel, (public works or an outside contractor) in a confined space environment, such as a man hole.

ISSUE BEFORE COUNCIL: Approval of “CUSTOMIZED TRAINING INCOME CONTRACT” WITH Hennepin Technical College, to allow for the Public Works and Fire Department to proceed with the training.

PROPOSAL DETAILS/ANALYSIS: Rob Weldon and Chief Malmquist had met previously to discuss the training and work out the details. Mike Cornell, who is employed on both departments and is the FD Training Officer as well, was also involved in the planning. The contract has been reviewed by all three and is per our understanding and agreement.

FISCAL IMPACT: Cost of Instruction: 1) is four hundred fifty dollars (\$450.00) per class for two (2) classes; 2) is one thousand seven hundred dollars (\$1,700.00) and 3) is one thousand four hundred dollars (\$1,400.00) for a total of four thousand dollars (\$4,000.00).

OPTIONS: If MBFTE funding is available, MBFTE will be billed in part or in full depending on funding. PURCHASER is responsible for any amount not covered by MBFTE.

RECOMMENDATION: Approve agreement.

ATTACHMENTS: Copy of agreement.



Hennepin Technical College™

CUSTOMIZED TRAINING SERVICES

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
HENNEPIN TECHNICAL COLLEGE
CUSTOMIZED TRAINING INCOME CONTRACT**

Contract #18013
Revised: May 25, 2017

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of between Hennepin Technical College (hereinafter “MnSCU”) located at 13100 College View Drive, Eden Prairie, MN 55347, and **Lake Elmo Fire Department, Attn: Greg Malmquist** located at **3510 LaVerne Avenue North, Lake Elmo, MN 55042** (hereinafter “PURCHASER”) agree as follows;

1. DUTIES OF MnSCU. MnSCU agrees to provide the following:

- a. Title of Instruction: 1) Confined Space Awareness; 2) Confined Space Entry and 3) Confined Space Rescue
- b. Date (s) of Instruction: 1) on July 10, 2017 from 7:00 p.m. to 10:00 p.m. and July 17, 2017 from 7:00 a.m. to 10:00 a.m.; 2) on July 24, 2017 from 7:00 a.m. to 3:00 p.m. and 3) on July 17 and 24, 2017 from 7:00 p.m. to 10:00 p.m.
- c. Name of Instructor: John Lindstrom
- d. Location: 1) at Lake Elmo Fire Department and 2) and 3) at East Metro Training Facility
- e. Other: any confined space equipment the PURCHASER does not have in their inventory.

2. DUTIES OF THE PURCHASER. The PURCHASER agrees to:

- a. provide a roster of participants, with an estimate of twenty-five (25) for both class 1s) and for class 2) and an estimate of eight (8) for class 3). Email to Dan.Roeglin@hennepintech.edu at least three (3) business days prior to each class date.
- b. provide LCD projector, overhead projector and screen,
- c. provide confined space equipment.
- d. make all contacts for training and services through MnSCU and will not employ the presenter/instructor directly for additional sessions.

3. SITE OF INSTRUCTION.

PURCHASER shall make all of the arrangements, including any payment, for the location to be used for the training.

4. CONSIDERATION AND TERMS OF PAYMENT.

- a. Cost of Instruction: 1) is four hundred fifty dollars (\$450.00) per class for two (2) classes; 2) is one thousand seven hundred dollars (\$1,700.00) and 3) is one thousand four hundred dollars (\$1,400.00)

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OGC Revised May 18, 2016

Our Training Means Businesssm

Hennepin Technical College is an affirmative action, equal opportunity educator and employer

for a total of four thousand dollars (\$4,000.00). . If MBFTE funding is available, MBFTE will be billed in part or in full depending on funding. PURCHASER is responsible for any amount not covered by MBFTE.

Notwithstanding the thirty (30) day notice period established in paragraph 7, in the event that the PURCHASER desires to cancel or reschedule the instruction due to low enrollment, PURCHASER shall give at least five (5) days notice in writing to MnSCU'S authorized agent to cancel or reschedule. If the instruction is cancelled as provided herein, MnSCU shall be entitled to payment calculated according to paragraph 7. If the instruction is rescheduled as provided herein, payment shall be according to this paragraph 4.

b. Terms of payment. MnSCU will send an invoice for the instruction performed. The PURCHASER will pay within thirty (30) days of receiving the invoice. Please submit payment to: Hennepin Technical College, Attn: Business Office, 13100 College View Drive, Eden Prairie, MN 55347

5. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

a. PURCHASER'S AUTHORIZED AGENTS:

Name: Greg Malmquist
Title: Fire Chief
Address: 3510 LaVerne Avenue North, Lake Elmo, MN 55042
Phone: 651-770-5006 Fax: E-Mail: greg.malmquist@lakeelmo.org

b. MnSCU'S AUTHORIZED AGENT:
Pauline Arnst, Director of Customized Training Services.

MnSCU'S CONTACT PERSON:

Name: Dan Roeglin
Phone: 952-995-1310 Fax: 952-995-1331 E-Mail: Dan.Roeglin@hennepintech.edu

6. TERM OF CONTRACT. This contract is effective on 7/10/2017 or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until 7/24/2017 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The PURCHASER understands that no work should begin under this contract until all required signatures have been obtained.

7. CANCELLATION. This contract may be cancelled by the PURCHASER or MnSCU at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, MnSCU shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

8. ASSIGNMENT. Neither the PURCHASER nor MnSCU shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

9. LIABILITY. The PURCHASER shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for MnSCU'S failure to fulfill its obligations pursuant to this contract.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). 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. MnSCU 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.

- 11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU 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 §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MnSCU.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MnSCU. MnSCU will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

- 12. **RIGHTS IN ORIGINAL MATERIALS.** MnSCU 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 MnSCU 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

- 13. **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 the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- 14. **OTHER PROVISIONS.** (Attach additional page(s) if necessary): None.

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
HENNEPIN TECHNICAL COLLEGE**

By: _____
(authorized signature)
Title: **Director of Customized Training Services**
Date: _____

2. LAKE ELMO FIRE DEPARTMENT
PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of the PURCHASER as required by applicable articles, by-laws, resolutions or ordinances.

By: _____
(authorized signature)
Title: _____
Date: _____

By: _____
(authorized signature)
Title: _____
Date: _____