



STAFF REPORT

DATE: January 16, 2018

CONSENT

ITEM #: 16

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: "STATE OF MINNESOTA, MINNESOTA STATE COLLEGES AND UNIVERSITIES, DAKOTA COUNTY TECHNICAL COLLEGE, CUSTOMIZED TRAINING INCOME CONTRACT"

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: All personnel on the Lake Elmo FD are required to complete a basic driving operational and safety course. This is to provide the basic skills needed to safely operate the larger vehicles in the FD fleet. In addition, personnel pursuing the position of Fire Apparatus Operator (FAO) are required to take additional training in the driving of the larger vehicles. In the past the basic course has been provided at the Century College Driving School, which is now closed. The advanced course was taken at the St. Cloud Driving School. There have been price increases along with some changes at St. Cloud that made it difficult to schedule.

The only other reasonable option we found to meet our training needs was with Dakota Technical.

ISSUE BEFORE COUNCIL: Should the Council approve the "STATE OF MINNESOTA, MINNESOTA STATE COLLEGES AND UNIVERSITIES, DAKOTA COUNTY TECHNICAL COLLEGE, CUSTOMIZED TRAINING INCOME CONTRACT".

PROPOSAL DETAILS/ANALYSIS: The approval of this agreement would allow for Dakota Technical College to provide Emergency Response Driving Training, to 7 personnel from the Lake Elmo FD, on Saturday January 27, 2018, from 9 am – 4 pm, at their facility.

FISCAL IMPACT: \$1,050.00, (\$150.00 per student)

OPTIONS:

- 1) Approval renewal of contract.
- 2) Deny approval

RECOMMENDATION: Approve contract.

ATTACHMENTS: Copy of agreement

F.Y. 2018	Cost Center 216-126	Obj. Code	Amount	Vendor #	P.O. #
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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 **Lake Elmo Fire Department, 3510 Laverne Avenue North, Lake Elmo, MN 55042** (hereafter "PURCHASER") agree as follows:

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

Title of Instruction/Activity/Service: **Emergency Response Driving**

Date(s) of Instruction/Activity/Service: **January 27, 2018 – 9am to 4pm**

Instructor/Trainer/Consultant: **As provided by DCTC**

Location: **DCTC**

Other Provisions: **N/A**

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

1 vehicle per 3 operators

III. SITE OF INSTRUCTION/ACTIVITY/SERVICE: **DCTC** 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): **\$150 per operator**

Other fees: **N/A**

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 **seven** 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: Accounts Receivable
1300 145th Street East
Rosemount, MN 55068-2999

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT:

- A. PURCHASER'S authorized agent: **Nick Witter, Captain, NWitter@lakeelmo.org**
- B. COLLEGE/UNIVERSITY authorized agent:
Chad Sheets, Dean of Customized Training & Continuing Education

VI TERM OF CONTRACT:

- A. Effective date: **January 27, 2018**
- B. End date: **January 27, 2018** 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. The PURCHASER shall indemnify, save, and hold the COLLEGE/UNIVERSITY, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the COLLEGE/UNIVERSITY, 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 the COLLEGE/UNIVERSITY'S failure to fulfill its obligations pursuant to 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 provision 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. 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 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 sub PURCHASER in the performance of its obligations under this contract. This provision shall not apply to the following materials:

N/A or See Attached

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: Lake Elmo Fire Dept**
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.

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Dakota County Technical College

By (authorized signature)
Title
Date

By (authorized College/University signature)
Title
Date

By (authorized signature)
Title
Date

MnSCU 003
07/07/03