

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
2020	424150			13471684	

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

South Central College

CUSTOMIZED TRAINING INCOME CONTRACT

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 South Central College (hereinafter MnSCU), and Sauk County, located at 505 Broadway, Baraboo, Wisconsin, 53913

(hereafter "PURCHASER") agree as follows:

1. DUTIES OF MnSCU. MnSCU agrees to provide the following:
 - a. Title of Instruction/ Activity/ Service: MSHA Refresher
 - b. Date(s) of Instruction/ Activity/ Service: Tuesday, May 5, 2020
7:00am - 3:00pm
Wednesday, May 6, 2020
7:00am - 3:00pm
 - c. Instructor/ Trainer/ Consultant: Terry Weston
 - d. Location: 505 Broadway, Baraboo, WI 53913 via Zoom Virtual Classroom
 - e. Other Provisions: None
2. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide: completed evaluations by participants following the training. The PURCHASER agrees to have the company representative complete an evaluation following the training.
3. SITE OF INSTRUCTION/ ACTIVITY/ SERVICE: shall make all of the arrangements, including any payment, for the location to be used for the Instruction/ Activity/ Service.
4. CONSIDERATION AND TERMS OF PAYMENT.
 - a. COST.
Cost of Instruction/ Activity/ Service (total or per hour): One Thousand Four Hundred and 00/100 Dollars (\$1,400.00) per Session X 2 Sessions totaling Two Thousand Eight Hundred (\$2,800.00) and 00/100 Dollars.

Other Fees:

Notwithstanding the thirty (30) day notice period established in paragraph 7, 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 MnSCU's authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, MnSCU shall be entitled to payment calculated according to paragraph 7. If the Instruction/ Activity/ Service 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/ Activity/ Service performed. The PURCHASER will pay within 30 days of receiving the invoice. Please send payment to:

South Central College, North Mankato Campus
Attn: Bookstore
P.O. Box 1920
North Mankato, MN 56002-1920

5. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

- a. PURCHASER'S authorized agent:

Name: Jodi Carter
Address: 505 Broadway, Baraboo, Wisconsin 53913
Telephone: (608) 355-3272
E-Mail: jcarter@co.sauk.wi.us

- b. MnSCU' S authorized agent:

Name: Terry Weston
Title: Customized Training Representative
Address: 1920 Lee Blvd, North Mankato, MN 56003
Telephone: (507) 389-7425
E-Mail: terry.weston@southcentral.edu
Fax: (507) 625-4868

6. TERM OF CONTRACT.

This contract is effective on May 5, 2020 upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until May 6, 2020 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 canceled 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 cancellation, MnSCU shall be entitled to payment, determined on a pro-rated 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. 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. The 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 documentations, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed College/University and its employees individually or jointly with others or any subcontractors in the performance of its obligations under this contract. This provision shall not apply to the following materials:
Not Applicable
13. 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.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. 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

South Central College

By (authorized signature)
Title:
Date:

2. PURCHASER: Sauk County

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

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement)
Title
Date