



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

Contract #23H022

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 **City of Stacy**, located at **30955 Forest Blvd, Stacy, MN 55079** (hereinafter "PURCHASER"). MnSCU and PURCHASER may be referred to herein individually as a "Party" or collectively as the "Parties". The Parties agree as follows;

1. DUTIES OF MnSCU. MnSCU agrees to provide the following:
  - a. Title of Instruction: OSHA Compliance and Safety Training. See Attachment A. attached and incorporated herein for specific class names.
  - b. Date (s) of Instruction: July 14, 2022 – June 14, 2023 from 8:30 a.m. to 10:30 a.m. each day. See Attachment A. Dates may be rescheduled prior to December 31, 2023 with email being sufficient documentation for the schedule change.
  - c. Name of Instructor: Staff
  - d. Location: Ziegler Cat, 13822 Freeway Drive West, Hugo, MN
2. DUTIES OF THE PURCHASER. The PURCHASER agrees to:
  - a. provide a roster of participants. Email to Jack.Myers@hennepintech.edu at least three (3) business days prior to start date.
  - b. bring treats to class on assigned day according to Attachment A. or make arrangement to switch with another party.
  - c. 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: eight hundred and 00/100 dollars (\$800.00).

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 training. The PURCHASER will pay within thirty (30) days of receiving the invoice. Please submit payment to: Hennepin Technical College, Attn: Tuition Office, 9000 Brooklyn Blvd., Brooklyn Park, MN 55445

5. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

a. PURCHASER'S AUTHORIZED AGENTS:

Name: Sharon Payne  
Title: City Clerk  
Address: 30955 Forest Blvd, Stacy, MN 55079  
Phone: 651-464-4486 E-Mail: cityclerk@stacymn.org

- b. MnSCU'S AUTHORIZED AGENT:  
Melanie Wang, Associate Dean of Workforce and Continuing Education or her successor.

MnSCU'S CONTACT PERSON:

Name: Jack Myers  
Phone: 952-995-1321 E-Mail: Jack.Myers@hennepintech.edu

- 6. TERM OF CONTRACT. This contract is effective on **July 7, 2022** or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until **December 31, 2023** 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~~ Each Party shall indemnify, save, and hold ~~MnSCU~~ the other Party, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by ~~MnSCU~~ the indemnified Party, arising from the performance of this contract by the PURCHASER or ~~PURCHASER'S~~ indemnifying Party, its 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.

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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.

*Remainder of page intentionally blank. Signature page follows.*

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.  
APPROVED:

**1. CITY OF STACY**

**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:** \_\_\_\_\_

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
HENNEPIN TECHNICAL COLLEGE**

**By:** \_\_\_\_\_  
*(authorized signature)*

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**ATTACHMENT A.**

**2022/23 Forest Lake Group Training**

**2<sup>nd</sup> Thursday of the Month**

**8:30 a.m. – 10:30 a.m.**

**Ziegler Cat**

**13822 Freeway Dr. W**

**Hugo, MN**

|                |  |                       |
|----------------|--|-----------------------|
| July 14, 2022  | - AWAIR                                | Treats - Lino Lakes   |
| Aug 11, 2022   | - Extinguishers/Seasonal-Right to Know | Treats – Olson Sewer  |
| Sept 8, 2022   | - Focus 4 Part 1                       | Treats – Chisago City |
| Oct 13, 2022   | - Focus 4 Part 2                       | Treats – Columbus     |
| Nov 10, 2022   | -Traffic Control                       | Treats - Linwood      |
| Dec 8, 2022    | - Lock Out / Tag Out / Test Out        | Treats - Shafer       |
| Jan 12, 2023   | -Confined Space                        | Treats – Stacy        |
| Feb 9, 2023    | - Emergency Preparedness               | Treats – Wyoming      |
| March 9, 2023  | - Load Securement                      | Treats – Harris       |
| April 13, 2023 | - Flagging                             | Treats – Lindstrom    |
| May 11, 2023   | - Chainsaw                             | Treats – Forest Lake  |
| June 8, 2023   | - First Aid                            | Treats – Center City  |

**If you cannot attend, please arrange to cover your responsibility!**

## Certificate Of Completion

|   |                              |
|---|------------------------------|
| Envelope Id: 1A737D6742F445E990107951A9F9276A                 | Status: Sent                 |
| Subject: Please DocuSign: OSHA.Safety Training - Stacy 23H022 |                              |
| Source Envelope:  |                              |
| Document Pages: 5   | Signatures: 0                |
| Certificate Pages: 4  | Initials: 0                  |
| AutoNav: Enabled  | Envelope Originator:         |
| Envelope Stamping: Enabled                                    | Tracy Seran                  |
| Time Zone: (UTC-06:00) Central Time (US & Canada)             | 30 7th St E Ste 350          |
|   | Saint Paul, MN 55101         |
|   | tracy.seran@hennepintech.edu |
|   | IP Address: 68.46.67.171     |

## Record Tracking

|                      |                              |                    |
|----------------------|------------------------------|--------------------|
| Status: Original     | Holder: Tracy Seran          | Location: DocuSign |
| 6/29/2022 4:01:12 PM | tracy.seran@hennepintech.edu |                    |

## Signer Events

| Signature  | Timestamp                   |
|--|-----------------------------|
| Sharon Payne   | Sent: 6/29/2022 4:03:16 PM  |
| cityclerk@stacymn.org                                | Viewed: 7/5/2022 3:52:11 PM |
| Security Level: Email, Account Authentication (None) |                             |

**Electronic Record and Signature Disclosure:**  
Accepted: 7/5/2022 3:52:11 PM  
ID: dd09e91f-dd0c-417d-888f-74a738dd5665

Melanie Wang  
melanie.wang@hennepintech.edu  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/27/2021 5:47:22 PM  
ID: aee9e318-42a4-43a2-9f76-5823518bf4db

| In Person Signer Events                    | Signature        | Timestamp            |
|--|------------------|----------------------|
| Editor Delivery Events                     | Status           | Timestamp            |
| Agent Delivery Events                      | Status           | Timestamp            |
| Intermediary Delivery Events               | Status           | Timestamp            |
| Certified Delivery Events                  | Status           | Timestamp            |
| Carbon Copy Events                         | Status           | Timestamp            |
| Witness Events                             | Signature        | Timestamp            |
| Notary Events                              | Signature        | Timestamp            |
| Envelope Summary Events                    | Status           | Timestamps           |
| Envelope Sent                              | Hashed/Encrypted | 6/29/2022 4:03:16 PM |
| Payment Events                             | Status           | Timestamps           |
| Electronic Record and Signature Disclosure |                  |                      |

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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Minnesota State Colleges and Universities:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

**To advise Minnesota State Colleges and Universities of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Minnesota State Colleges and Universities**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Minnesota State Colleges and Universities**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

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