

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
2023-24	216-126				



Minnesota
STATE COLLEGES
& UNIVERSITIES

FACILITIES USE AGREEMENT

ON-CAMPUS ONLY

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of **Dakota County Technical College ("MnSCU")** and **the City of Saint Paul ("City") on behalf of the St Paul Police Department, ("SPPD") 367 Grove Street, St Paul, MN 55101** ("Licensee").

FACILITIES. For purposes of this Agreement, "Facilities" shall mean:
Public Safety Bldg. Classroom A and Driver Training Facility:

Dakota County Technical College ("DCTC")
1300 145th St. E.
Rosemount, MN 55068

Parking will be available to Licensee at the following location: **N/A**

1. **GRANT OF LICENSE.** MnSCU grants to Licensee a license to use the Facilities solely for the following purpose(s):

Law Enforcement Driver Training to include use of a classroom and a training facility which includes a vehicle track on which to teach officers the SPPD emergency vehicle operations course ("EVOC"). This course is a state mandated learning objective and teaches officers to drive squad cars in a setting similar to emergency driving they will find in the real world.

Use of this space will allow SPPD instructors to teach two versions of the EVOC. One is for licensed officers; the second is for recruits in the police academy.

The officer course is required for officers to renew their Peace Officer Standards and Training ("POST") license. It includes two hours of classroom training and six hours of track training. It

must be completed every five years. SPPD typically provides this course once in the spring and once in the fall. About 75 officers attend each session, 150 officers per year.

The academy course is taught three times a year and includes two days of training. It provides four hours of classroom training and twelve hours of track training.

The EVOC training gives officers real-life experience on how to safely operate a squad car during emergency response driving. The training at this course improves officer readiness and best-practices related to emergency driving. The training at this course reinforces public safety on Saint Paul roadways by teaching officers how to roadway safety when driving in an emergency response.

The estimated number of people expected to participate, or attend is: **150.**

Licensee acknowledges and agrees that MnSCU, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all MnSCU policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this agreement does not create a landlord-tenant relationship between them. MnSCU is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and MnSCU shall have the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by MnSCU.

2. **TERM AND TIME OF USE**. Licensee may use the Facilities during the following dates and times:

January 1, 2023 to June 30, 2024 – Specific dates/time to be agreed upon by both parties.

3. **FEE & PAYMENT**. For its use of the Facilities, Licensee agrees to pay to MnSCU a fee of ***\$1100 per day***. This is for (16) track rentals at \$1100 per day on dates as prescribed by the Commander of Training – not to exceed \$17,600 dollars in 2023. The service provider will send an invoice to the St. Paul Police Department for payment. Upon receipt of the invoice and verification of the charges by the Project Manager, the City shall make payment to MnSCU within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425 or future amendments. Any contested invoices shall not be paid until the billing issue is resolved, and City shall have thirty-five days from that date for payment. DCTC will send an invoice for the rental fee. The Licensee will pay within 35 days of receiving the invoice. Please send payment to:

**Dakota County Technical College
Attn: Accounts Receivable
1300 145th St E
Rosemount, MN 55068-2999**

4. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and MnSCU that are required or that Licensee and MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

COLLEGE/UNIVERSITY: **Dakota County Technical College**

Contact Name and Title: **Jim Unger – CT Rep**

Address: **1300 145th Street East, Rosemount MN 55068**

Licensee: **St Paul Police Department**

Contact Name and Title: **Jack Serier, jack.serier@ci.stpaul.mn.us**

Address: **367 Grove Street, St Paul, MN 55101**

5. **MAINTENANCE OF FACILITIES.** Licensee agrees to be responsible for its own acts and behavior and those acts of its invitees relative to damage caused by license or licensee's invitees to MnSCU's facility during the period of time stated in section, Term and Time of use of this Agreement.

6. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by MnSCU during its occupancy of the Facilities.

7. **LICENSEE'S INSURANCE.** The City of Saint Paul is full self-insured for general liability, auto liability, and workers compensation. They are required to reinsure with the WCRA as are all self-insured entities in the State of Minnesota for workers compensation after a retention, which is currently \$1,000,000 per claim.

8. **GENERAL INSURANCE REQUIREMENTS**

POLICY REQUIREMENTS

1. **Workers' Compensation Insurance**

A. Statutory Compensation Coverage

B. Coverage B – Employers Liability with limits of not less than:

\$100,000 Bodily Injury by Disease per Employee

\$500,000 Bodily Injury by Disease Aggregate

\$100,000 Bodily Injury by Accident

2. **General Liability Insurance**

A. Minimum Limits of Liability:

\$1,500,000 – Per Occurrence

\$1,500,000 – Annual Aggregate

\$1,500,000 – Annual Aggregate applying to Products/Completed Operations

B. Coverages:

X Premises and Operations Bodily Injury and Property Damage

X Personal & Advertising Injury

X Blanket Contractual

☒ Products and Completed Operations

☒ Other; if applicable, please list _____

☒ State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

3. Additional Insurance Conditions

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensee is self-insured, a Certification of Self-Insurance must be attached.
- Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensee shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee's policy limits to satisfy the full policy limits required by the Agreement.

9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold MnSCU harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to MnSCU's negligence as determined by a court of law. This provision will survive the termination of this Agreement.

10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. 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.

12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by MnSCU, and either the

Minnesota Legislative Auditor or MnSCU Auditor for a period of six (6) years following the termination of this Agreement.

13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnSCU. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
15. **NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
16. **SECURITY.** Licensee hereby assumes all responsibility for security throughout its use of the Facilities.
17. **DEFAULT.** In the event of any default by Licensee under the terms of this Agreement, MnSCU may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the MnSCU may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.
18. **GOVERNING LAW and VENUE.** This Agreement, including all exhibits, 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.
19. **ENTIRE AGREEMENT.** This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
20. **OTHER PROVISIONS** (Attach additional pages as necessary): Please see Addendum to the Facilities Use Agreement attached and incorporated into this agreement. N/A

SIGNATURE BLOCK IS ON NEXT PAGE

Signature Page for Facilities Use Agreement - On Campus Facilities Only

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

APPROVED:

1. LICENSEE: St Paul Police Department

Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

**3. VERIFIED AS TO
ENCUMBRANCE (if applicable)**

By (authorized signature)
See Attached
Title
Date

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

**2. MNSCU: STATE OF MINNESOTA,
BY AND THROUGH THE BOARD
OF TRUSTEES OF MINNESOTA
STATE COLLEGES AND
UNIVERSITIES ON BEHALF OF
Dakota County Technical College.**

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____
Jack Serier, Assistant Chief of Police

Date: _____

Signed: _____
Judy Hanson, Assistant City Attorney

Date: _____

Signed: _____
John McCarthy, Director of Financial Services

Date: _____

Signed: _____
Jaime Tincher, Deputy Mayor

Date: _____

COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.