

PUBLIC SAFETY COMMITTEE

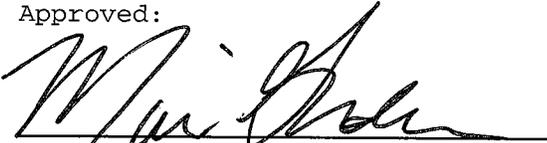
11-0371R

RESOLUTION APPROVING AGREEMENT WITH STATE FIRE MARSHAL
TO INSPECT PUBLIC SCHOOLS.

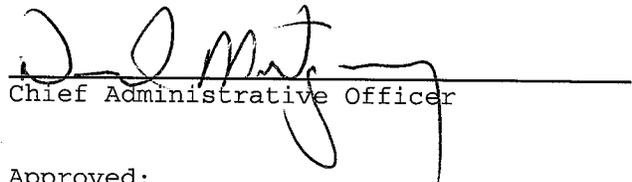
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, a copy of which is on file in the office of the city clerk as Public Document No. _____, with the state of Minnesota commissioner of public safety-fire marshals division to perform fire code compliance inspection of public schools in the city with inspection fees related thereto to be paid to Fund 110, Agency 150, Org 1501, Revenue 4154 (General Fund, Fire, Administration).

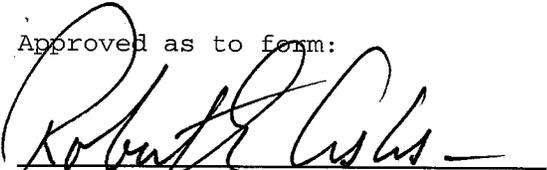
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

FIRE/ATTY REA:dma 06/30/2011

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize an agreement pursuant to which the City's Fire Department would perform mandated fire code compliance inspections on behalf of the State and would be compensated therefore though receipt of the mandated inspection fees.

The State Fire Code requires that all school facilities be inspected every three years for compliance with the Code and mandates a fee structure which must be paid for these inspections. The State Fire Marshal's office can either perform the inspections itself or it can contract for these services from a qualified contractor such as the City's Fire Department. This agreement would provide for such local inspections but State standards would still apply.

The inspection cycle will require inspections in 2013 at which time the City will

conduct the inspections. Because of uncertainties revolving around the implementation of the "Red Plan", it is difficult to determine what the inspection fees will be but best estimate at this time would be about \$13,435.

**DEPARTMENT OF PUBLIC SAFETY
FIRE MARSHAL DIVISION
444 CEDAR STREET - SUITE 145
ST. PAUL, MINNESOTA 55101-5145**

PUBLIC SCHOOL INSPECTION AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety – State Fire Marshal Division (“State”) and the City of Duluth, Fire Department address 602 West 2nd Street, Duluth, Minnesota (“Contractor”).

WHEREAS, the State, pursuant to Minnesota Statutes 299F.47 is required to develop a plan to inspect once every three years every public school facility used for educational purposes, and.

WHEREAS, the State is empowered under Minnesota Statutes 471.59, Subd., 10 to engage such assistance as deemed necessary, and

WHEREAS, the Fire Chief of the above named fire department, does hereby agree that a representative of the city’s fire department will conduct all public school fire inspections within their jurisdiction. To ensure uniformity of enforcement throughout the state, these inspections will be conducted in accordance with standards stated in this contract, and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform the services set forth herein,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. All public school facilities used for educational purposes within its jurisdiction will be inspected by the Contractor at least once every three (3) years.
2. All public schools within the Contractor's jurisdiction will be inspected and enforced in accordance with the requirements of the Minnesota State Fire Code (MSFC) and MSFC Code Interpretations of the State Fire Marshal. MSFC Code Interpretations are available to the Contractor on the State’s web page.
3. The State Fire Marshal Division will provide the necessary training for city fire department personnel contracting to conduct these inspections. The training on the Minnesota State Fire Code is usually available approximately once every 3 years.
4. Copies of inspection reports completed by the Contractor will be filed with the local school board and the State Fire Marshal Division and must be submitted to these authorities within thirty days following inspection. The Contractor will report to the State Fire Marshal Division using the computerized inspection reporting software provided to the Contractor by the State Fire Marshal Division.
5. All variances to fire code orders must be approved by the State Fire Marshal Division.
6. Cancellation: This contract may be cancelled by the State or the Contractor at any time, with or without cause, upon written notice to the other party.
7. Term of Contract: This contract shall be effective on July 1, 2011, or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statute 16C.05, Subdivision 2, whichever occurs later, and shall remain in effect until June 30, 2014, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
8. State's Authorized Agent: The State's authorized agent for the purposes of administration of this contract is Glen Bergstrand, Supervisor, or his successor in office, - State Fire Marshal Division. Such agent shall have final authority for acceptance of the Contractor's services and if such services are accepted as satisfactory.

9. Assignment. The Contractor shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the State.

10. Liability. The Contractor and the State agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.376, and other applicable law. The Contractor's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01 – 466.15, and other applicable laws.

11. State Audits. Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

12 Government Data Practices. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

13. Venue. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

IN WITNESS WHERE OF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

CONTRACTOR:

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

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

MINNESOTA DEPT. OF PUBLIC SAFETY:

(with delegated authority)

BY: _____

DATE: _____

COMMISSIONER OF ADMINISTRATION:

(with delegated authority)

BY: _____

DATE: _____