

PUBLIC SAFETY COMMITTEE

13-0291R

RESOLUTION AUTHORIZING AGREEMENT WITH MINNESOTA
DEPARTMENT OF PUBLIC SAFETY FIRE MARSHAL DIVISION TO
CONDUCT HOTEL CODE INSPECTIONS.

CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to enter into an agreement with the Minnesota department of public safety - fire marshal division, a copy of which amendment is on file in the office of the city clerk as Public Document No. _____, pursuant to which the city's fire department would conduct inspections of hotels located within the city for compliance with Minnesota State Fire Code and the Minnesota State Fire Code Interpretations of the State Fire Marshal.

Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

FIRE s:ek 05/28/2013

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the continuance of the contractual relationship between the State Fire Marshal and the City of Duluth.

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

**AGREEMENT NUMBER: _____
HOTEL INSPECTION AGREEMENT**

This agreement is made by and between the State of Minnesota, Department of Public Safety - Fire Marshal Division (State) and the City of Duluth, Minnesota (Contractor), address 602 West 2nd St, Duluth, MN 55802.

WHEREAS, the State, pursuant to Minnesota Statutes: Section 299F.46, Subdivision 2, is empowered to enter into an agreement with any county, two or more contiguous counties, or city or other municipality to perform fire code inspections for hotels, 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 hotel inspections within their jurisdiction. To ensure uniformity of enforcement throughout the state, these inspections will be conducted in accordance with M.S. 299F.46, 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 hotels within the Contractor's jurisdiction will be inspected by the Contractor at least once every three (3) years.
2. All hotels 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. <https://dps.mn.gov/divisions/sfm/fire-code/Pages/Fire-Code-Homepage.aspx>.
3. All inspectors employed for the purpose of this agreement are required to successfully complete the State Fire Marshal's Fire Code Up-Date Training and are also required to be knowledgeable in all State Fire Code requirements for hotels.

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.

The Contractor's hotel fire safety inspectors are required to attend the training on fire code changes and hotel fire code requirements when offered by the State Fire Marshal's Division.

4. Copies of inspection reports completed by the Contractor must be submitted to the State Fire Marshal Division 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 the fire code orders must be approved by the State Fire Marshal.
6. Cancellation: This agreement may be cancelled by the State or Contractor at any time, with or without cause, upon written notice to the other party.

7. Term of Agreement: This agreement shall be effective July 1, 2013, 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, 2016, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
8. State's Authorized Agent: The State's authorized agent for the purpose of administration of this agreement is Glen Bergstrand, Supervisor, or his successor in office, - State Fire Marshal Division. (Such agent shall have final authority for acceptance of Contractor's services and if such services are accepted as satisfactory).
9. Assignment. Contractor shall neither assign nor transfer any rights or obligations under this agreement 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 Statute, Section 466.02.
11. State Audits. Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this agreement 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 agreement.
12. Government Data Practices. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. 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 Minn. Stat. § 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, and consult with the agency as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.
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.

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

APPROVED:

CONTRACTOR:

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

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

STATE AGENCY OR DEPARTMENT:

(with delegated authority)

BY: _____

TITLE: _____

DATE: _____

COMMISSIONER OF ADMINISTRATION:

(with delegated authority)

BY: _____

DATE: _____