



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Interim Fire Chief

Date: June 5, 2023

Item: State of MN Hotel Inspection Agreement

Council Action Requested:

Enter into agreement with the State Fire Marshal for inspections of hotels.

Background Information:

The City of Hastings Fire Department has been conducting hotel inspections through an ongoing agreement. This agreement is renewed every three years. The Fire department will continue to conduct the required inspections in all schools and hotels.

Financial Impact:

None

Advisory Commission Discussion:

None

Council Committee Discussion:

None

Attachments:

- Hotel Inspection Agreement



State of Minnesota Joint Powers Agreement Hotel Inspection

SWIFT Contract Number: 227785

This Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division (“State”), and the City of Hastings, acting on behalf of the City of Hastings Fire Department 115 West 5th Street Hastings, MN 55033 (“Governmental Unit”). The State and Governmental Unit may be referred to jointly as “Parties.”

Recitals

WHEREAS, the State, under Minnesota Statutes §§ 471.59, subdivision 10, and 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 Governmental Unit hereby agrees a representative of the city’s fire department will conduct all hotel inspections within the Governmental Unit’s jurisdiction in accordance with Minnesota Statutes § 299F.46 and to assure uniform enforcement throughout the State of Minnesota; and

WHEREAS, the Governmental Unit represents it is duly qualified and willing to perform the services set forth herein;

NOW, THEREFORE, it is agreed:

Agreement

- 1 Term of Agreement**
 - 1.1 Effective Date.** January 16, 2023, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
 - 1.2 Expiration Date.** June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

- 2 Agreement Between the Parties**
 - 2.1** All hotels within the Governmental Unit’s jurisdiction will be inspected by the Governmental Unit no less than once during this Agreement.
 - 2.2** All hotels within the Governmental Unit’s jurisdiction will be inspected and enforced in accordance with the requirements of the Minnesota State Fire Code (“MSFC”) and MSFC interpretations of the State Fire Marshal. MSFC interpretations are available to the Governmental Unit on the State’s web page, <https://dps.mn.gov/divisions/sfm/fire-code/Pages/interpretations.aspx>.
 - 2.3** All Governmental Unit inspectors employed for the purpose of this Agreement are required to:
 - 2.3.1** Obtain and maintain a “Fire Inspector 1” certification issued by the Minnesota Fire Service Certification Board or similar nationally-recognized certifying organization during the “Term of Agreement.”

- 2.3.2 Attend the State Fire Marshal Hotel Inspection training program prior to conducting hotel inspections and not less than once for every agreement period thereafter.
- 2.3.3 Attend the State Fire Marshal Code update training program following adoption of each new code.
- 2.4 The State Fire Marshal will provide the required and necessary training for the Governmental Unit's fire department personnel to conduct the hotel inspections with the exception of training for inspectors to pass the Fire Inspector Certification test.
- 2.5 Copies of the hotel inspection reports completed by the Governmental Unit, including required follow-up inspection reports, must be submitted to the State Fire Marshal within thirty (30) calendar days following any inspection. Submission of the reports by the Governmental Unit will be made in PDF format to the following State Fire Marshal electronic mailbox: fm.city.inspections@state.mn.us
- 2.6 Any variances to the fire code orders must be approved in writing by the State Fire Marshal.
- 2.7 Provide in writing/email to the State the names and credentials of Governmental Unit inspectors conducting inspections pursuant to this Agreement prior to conducting inspections.

3 Authorized Representatives

The State's Authorized Representative is the person below, or his/her successor:

Name: Ryan Whiting, Supervisor
 Address: Department of Public Safety; State Fire Marshal
 445 Minnesota Street, Suite 145
 Saint Paul, MN 55101-5145
 Telephone: 612.219.7125
 Email Address: ryan.whiting@state.mn.us

The State's Authorized Representative shall have final authority for acceptance of the Governmental Unit's services and if such services are satisfactory.

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name: John Townsend, Fire Chief, City of Hastings
 Address: 115 West 5th Street
 Hastings, MN 55033
 Telephone: 651-480-6150
 Email Address: jtownsend@hastingsmn.gov

4 Assignment, Amendments, Waiver, and Agreement Complete

- 4.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 4.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 4.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 4.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5 Liability

The State and Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

6 State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit'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 (6) years from the end of this Agreement.

7 Government Data Practices

The State and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 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 Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

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

8 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.

9 Termination

The State or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

**APPROVED:
GOVERNMENTAL UNIT**

Governmental Unit certifies that the appropriate persons have executed this Agreement on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions, or ordinances.

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

DEPARTMENT OF PUBLIC SAFETY; STATE FIRE MARSHAL

BY: _____
(with delegated authority)

TITLE: _____

DATE: _____

COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

BY: _____

DATE: _____

ADMIN ID Number: _____