State of Minnesota
Joint Powers Agreement
School Inspection

SWIFT Contract Number: 227796

This Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal ("State"), and the **City of Maple Grove,** acting on behalf of its Maple Grove Fire Department, **12800 Arbor Lakes Parkway North, Maple Grove, MN 55369-7024** ("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, is empowered to engage assistance as deemed necessary; and

WHEREAS, the State, under Minnesota Statutes § 299F.47, subdivision 1, is required to develop a plan to inspect once every three years every public school facility used for educational purposes; and

WHEREAS, the Fire Chief of the Governmental Unit hereby agrees a representative of the Governmental Unit's fire department will conduct all public school and charter school inspections within the Governmental Unit's jurisdiction in accordance with Minnesota Statutes § 299F.47 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. July 1, 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, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement Between the Parties

2.1 All public school facilities used for educational purposes and charter schools within the Governmental Unit's jurisdiction will be inspected by the Governmental Unit no less than once during this Agreement.

2.2 All public school facilities and charter schools 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 Code interpretations of the State Fire Marshal. MSFC Code 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 successfully complete the State Fire Marshal's Fire Code update training, including public school code requirements, and are also required to sustain current knowledge of all State Fire Code requirements for public schools.

2.4 The State Fire Marshal will provide the required and necessary training for the Governmental Unit's fire department personnel contracting to conduct public school and charter school inspections.

2.5 Copies of the school inspection reports completed by the Governmental Unit must be submitted to the State Fire Marshal and the governing school board(s) within thirty (30) calendar days following 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 All variances to the fire code orders must be approved in writing by the State Fire Marshal.

3 Payment

The total obligation of the State to the Governmental Unit under this Agreement will not exceed **Zero Dollars ($0.00)**.

4 Authorized Representatives

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

Name: Forrest Williams
Address: Department of Public Safety; State Fire Marshal
445 Minnesota Street, Suite 145
Saint Paul, MN 55101-5145
Telephone: **651-769-7784**
Email Address: **forrest.williams@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: Heidi Nelson, City Administrator
Address: 12800 Arbor Lakes Pkwy N
Maple Grove, MN 55369-7024
Telephone: **763-494-6001**
Email Address: **hnelson@maplegrovemn.gov**

Name: Tim Bush, Fire Chief
Address: 12800 Arbor Lakes Pkwy N
Maple Grove, MN 55369-7024
Telephone: **763-494-6300**
Email Address: **TBush@maplegrovemn.gov**

Name:	Patrick Farrens, Deputy Fire Chief
Address:	12800 Arbor Lakes Pkwy N Maple Grove, MN 55369-7024
Telephone:	**763-494-6091**
Email Address:	pfarrens@maplegrovemn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 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.

5.2 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.

5.3 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.

5.4 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.

6 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.

7 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.

8 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.

9 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.

10 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.

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 person(s) 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: _____