



State of Minnesota Joint Powers Agreement Hotel Inspection

SWIFT Contract Number: 293992

This Agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("State") the City of St Paul, acting on behalf of its Department of Safety and Inspections 375 Jackson Street, Suite 220 St. Paul, MN 55101 ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties".

Recitals

Under Minnesota Statute § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary and the State is empowered Under Minnesota Statute § 299F.46, subdivision 2 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.

Agreement

1. Term of Agreement

- 1.1 Effective Date: July 1, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

- 2.1 The Fire Chief of the Governmental Unit agrees that a representative of the city's fire Department of Public Safety will conduct all hotel inspections within the Governmental Unit's jurisdiction in accordance with the Minnesota Statute § 299F.46 to assure uniform enforcement throughout the State of Minnesota.
- 2.2 All hotels within the Governmental Unit's jurisdiction will be inspected by the Governmental Unit no less than once during this Agreement.
- 2.3 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>.
- 2.4 All Governmental Unit inspectors employed for the purpose of this Agreement are required to:

- 2.4.1** 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.”
- 2.4.2** Attend the State Fire Marshal Hotel Inspection training program prior to conducting hotel inspections and not less than once for every agreement period thereafter.
- 2.4.3** Attend the State Fire Marshal Code update training program following adoption of each new code.
- 2.5** 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.
- 2.6** 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
- 2.7** Any variances to the fire code orders must be approved in writing by the State Fire Marshal.
- 2.8** 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.
- 2.9** The State’s Authorized Representative shall have final authority for acceptance of the Governmental Unit’s services and if such services are satisfactory.

3. Authorized Representatives

The State’s Authorized Representative is the person below, or their successor:

Name: Tony Clifton, Deputy State Fire Marshal supervisor,
Address: 445 Minnesota Street Suite, Suite 145
Saint Paul, MN 55101-5145,
Telephone: 218-206-1864
Email: tony.clifton@state.mn.us

The Governmental Unit’s Authorized Representative is the person below, or their successor:

Name: Adrian Neis, Fire Inspection Supervisor, Saint Paul Department of Safety and Inspections
Address: 375 Jackson Street, Suite 220
St. Paul, MN 55101
Telephone: 651-266-8989
Email: adrian.neis@ci.stpaul.mn.us

4. Assignment, Amendments, Waiver, and Contract Complete.

- 4.1** Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

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 authorized parties or their successors.

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 Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Indemnification.

The State and Designated Agent 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 Designated Agent's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

Pursuant to Minn. Stat. § 299F.46, subdivision 2(e) this Agreement shall not be effective to transfer any tort liability attributable to any inspection or lack of inspection from the State to the Designated Agent.

6. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

7. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) 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 Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, 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 and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

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.

1. Governmental Unit
With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Department of Public Safety; State Fire Marshal
With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____