

# Exhibit A



## Public School Inspection Agreement State of Minnesota

SWIFT Contract Number: \_\_\_\_\_

This Agreement is between the State of Minnesota, acting through the Commissioner of Public Safety on behalf of the State Fire Marshal ("State") and the City of Duluth, acting on behalf of its Fire Prevention Division, 602 W. 2<sup>nd</sup> Street, Duluth, MN 55802 ("Governmental Unit").

### Recitals

WHEREAS, the State, under Minnesota Statutes § 471.59, subdivision 10, is empowered to engage assistance as deemed necessary; and

WHEREAS, the State, pursuant to 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 city's fire department will conduct all public school fire 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, 2017 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, 2020 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 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 within the Governmental Units 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/Fire-Code-Homepage.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 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 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 local school board within thirty (30) calendar days following inspection. Submission of the reports by the Governmental Unit will be made using the computerized inspection reporting software provided to the Governmental Unit by the State Fire Marshal.
- 2.6 All variances to the fire code orders must be approved in writing by the State Fire Marshal.

### 3 Authorized Representatives

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

Name: Forrest Williams, Supervisor  
Address: Department of Public Safety; State Fire Marshal  
445 Minnesota Street, Suite 145  
Saint Paul, MN 55101-5145  
Telephone: 651.769.7784  
E-mail Address: [forrest.williams@state.mn.us](mailto: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 successor:

Name: Dennis Edwards  
Address: 602 W.2<sup>nd</sup> Street  
Duluth, MN 55802  
Telephone: 218.730.4390  
E-mail Address: [dedwards@duluthmn.gov](mailto:dedwards@duluthmn.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 Governmental Unit 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 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 § 466.02.



**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 Governmental Unit and State 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.

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

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**APPROVED:  
GOVERNMENTAL UNIT**

Governmental Unit certifies that the appropriate person(s) have executed the 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**  
(with delegated authority)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**  
(with delegated authority)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_