



***Owatonna Fire Department***

107 West Main Street  
Owatonna, Minnesota 55060-2913

Michael Johnson  
Fire Chief  
Phone (507) 444-2454

April 14, 2020

To : Honorable Mayor and City Council  
Attn: Kris M. Busse, City Administrator

From : Michael J. Johnson, Fire Chief

Subject: School Inspection Contract with State Fire Marshal's Office

**Purpose:**

This is a request for council approval to sign a new three-year agreement with the State Fire Marshal's Office to continue to conduct fire inspections of the public schools located within the City of Owatonna.

**Background:**

The Owatonna Fire Department is currently under contract with the State Fire Marshal's Office and the Owatonna School District to complete the school inspections. The proposed new contract would become effective July 1, 2020 and would expire on June 30<sup>th</sup>, 2023. Once this contract is approved the Fire Department will propose a new contract with the school district. The new price and square footage will need to be approved by the school district. The contract allows the local fire department to complete the inspections, bill for the inspection, and keep the inspection fees locally.

**Budget Impact:**

The Fire Department would charge the school district \$0.014 per square foot for the school inspections.

**299F.47 SCHOOL INSPECTIONS.**

Subdivision 1. **Public school inspections; fees.**

- The state fire marshal shall develop a plan to inspect once every three years every public-school facility used for educational purposes.
- The state fire marshal shall charge school districts \$0.014 per square foot for each school building inspected. These rates shall include two follow-up inspections or on-site consultations.
- If additional follow-up inspections or consultations are needed, the state fire marshal shall charge \$0.005 per square foot for each additional follow-up inspection to each applicable building in which a follow-up inspection is needed.

**Staff Recommendation:**

Accept this proposal to sign the new contract with the State Fire Marshal's Office.

If you have any questions or concerns regarding this issue, please contact me.

*Mike Johnson*

Michael J. Johnson  
Fire Chief

**Attachment: A**

**MINNESOTA STATUTES 2017 299F.47**

**299F.47 SCHOOL INSPECTIONS.**

Subdivision 1. **Public school inspections; fees.** The state fire marshal shall develop a plan to inspect once every three years every public school facility used for educational purposes. The state fire marshal shall charge school districts \$0.014 per square foot for each school building inspected. These rates shall include two follow-up inspections or on-site consultations. If additional follow-up inspections or consultations are needed, the state fire marshal shall charge \$0.005 per square foot for each additional follow-up inspection to each applicable building in which a follow-up inspection is needed.

Subd. 2. **Charter school inspections; fees.** The state fire marshal shall charge charter schools \$100 for each school building inspected. This rate shall include two follow-up inspections or on-site consultations. If additional follow-up inspections or consultations are needed, the state fire marshal shall charge \$50 for each additional follow-up inspection to each applicable building in which a follow-up inspection is needed.

Subd. 3. **Special account; appropriation.** Money received by the State Fire Marshal Division for this program must be deposited in the state treasury and credited to a state fire marshalschool inspection dedicated account in the special revenue fund. All money in the state fire marshal school inspection account is annually appropriated to the commissioner of public safety for purposes of operating and administering this program.

Subd. 4. **Local inspections.** If inspections of public-school buildings and charter schools were conducted by local units of government between January 1, 1987, and January 1, 1990, then inspections may continue to be provided by the local unit of government.

Subd. 5. **Variance.** Notwithstanding section 299F.011, subdivisions 5a and 5b, a variance from the code must be approved by the state fire marshal before taking effect.

History: 1Sp2003 c 2 art 4 s 13



# Public School Inspection Joint Powers Agreement

## State of Minnesota

SWIFT Contract Number: 172979

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 Owatonna, acting on behalf of its Fire Prevention Division, 107 West Main Street, Owatonna, MN 55060 ("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, 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, 2020**, 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, 2023**, 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/default.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](mailto: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 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  
Email 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: Mike Johnson  
Address: 107 W. Main Street  
Owatonna, MN 55060  
Telephone: 507.444.2454  
E-mail Address: [Mike.Johnson@ci.owatonna.mn.us](mailto:Mike.Johnson@ci.owatonna.mn.us)

### 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.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**

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) has(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**

BY: \_\_\_\_\_  
*(with delegated authority)*

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

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

**COMMISSIONER OF ADMINISTRATION**

*As delegated to the Office of State Procurement*

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

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