

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 11/19/12

Via:

From: Sheriff Scott Turner

Title of Item: PSAP Grant

Requested Meeting Date: 11/27/2012 Est. Presentation Time: _____

Presenter: Sheriff Scott Turner

Type of Action Requested (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Routine Business
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

Consent Agenda

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? _____ No (attach explanation)
- What type of expenditure is this? _____ Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No

_____ HR Review

Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) State of Minnesota Grant Contract

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO: Board of Commissioners DATE: November 21, 2012
FROM: Sheriff Scott Turner RE: PSAP Grant

Enclosed please find the State of Minnesota "PSAP" Grant contract. This grant is being provided for hardware (and its installation) that will allow Aitkin County Sheriff's Office Dispatch to upgrade to Next Generation 911. NG911 is a high speed voice and data network for routing and delivering emergency 911 calls. This capability in the age of cell phones is of great importance.

This project is 100% funded by the grant and does not require a match by the county.

I am available if you have any questions concerning this matter. Thank you.

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Emergency Communication Networks, 445 Minnesota Street, Suite 137, St. Paul, MN 55101 ("State") and Aitkin County, 217 Second Street NW, Aitkin, MN 56431 ("Grantee").

Recitals

- 1 Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract.
- 2 State funds for this grant contract were provided under Laws of Minnesota Stat. 403.113 Subdivision 3.
- 3 All Public Safety Answering Points (PSAPs) in Minnesota are converting to the Next Generation 911 (NG911) high speed voice and data network for routing and delivering emergency calls.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** November 23, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.
- 1.2 **Expiration date:** June 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Purchase and install necessary equipment and/or network requirements for conversion from the Legacy 911 Network to the NG911 Network to meet PSAP readiness specifications as identified within the Enterprise Visions PSAP Site Survey document.
- 2.2 Ensure that all expenditures incurred meet PSAP NG911 readiness specifications. Expenses are limited to being explicitly related to minimum requirements for NG911 PSAP readiness and may not be extended for purchases that relate to PSAP needs outside the scope of NG 911 PSAP readiness.
- 2.3 Submit estimated expenses and/or quotes for expected work to Dana Wahlberg, 911 Program Manager, MN Department of Public Safety, Division of Emergency Communication Networks (DECN), prior to commencing the work.
- 2.4 Complete all specified acquisitions of equipment, network installation, or other identified ancillary improvements according to the DECEN approved, PSAP specified project timeline to meet installation, pre-migration and migration scheduled deadlines.
- 2.5 Administer the grant according to the following budget:

Budget Category	Budget Amount
Equipment (including installation)	\$10,000.00
- 2.6 Expend and request for reimbursement for only the amount required for the necessary installation costs, up to the grant amount. When project is complete, unused funds will revert to the state and may not be used for other purposes by the grantee.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

Compensation. The Grantee will be reimbursed an amount not to exceed \$10,000.00 according to the breakdown of costs in Section 2.5.

- (1) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (2) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$0,000.00.
- (3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$10,000.00

4.2 Payment

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

After migration to NG911, and not later than 30 days after the end of this contract, the Grantee will submit a single, detailed invoice and supporting documentation for reimbursement of costs associated with this contract.

- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through Title _____ CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Dana Wahlberg, 911 Program Manager, Division of Emergency Communication Networks, Minnesota Department of Public Safety, 445 Minnesota Street, Suite 137, St. Paul, MN 55101-5137, phone: 651-201-7546, email: dana.wahlberg@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Karla White, Aitkin County, 217 Second Street NW, Aitkin, MN 56431, phone: 218-927-2138, email: kwhite@co.Aitkin.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 Amendments.** Any amendment to this grant contract 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 grant contract, or their successors in office.
- 7.3 Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.
- 7.4 Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

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

10 Government Data Practices

Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

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

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

- 12.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Insufficient Funding. The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Purchase Order Number: 3-15653

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Sheriff

Date: _____

By: _____

Title: Chair, Board of Commissioners

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative