



Goodhue County Grant Form

Grant Information

Grant Award: \$30,000

Name of Grant: ADC Camera Grant

Sponsoring Agency: MCIT (Minnesota Counties Intergovernmental Trust)

Grant Period: 1/1/24-12/31/25

Department Information

Department: ADC

Primary Contact Person: Cory Gagnon

Phone number: 651-268-2807

Purpose:

MCIT is supporting the improvement of Minnesota counties' ability to benefit operationally from the greater use of camera technology in jails, either by body cameras or security cameras.

The Goodhue County Adult Detention Center will use the funds to upgrade the equipment of the current camera/security system, so it is more secure and accurate.

Restrictions:

Funds can only be used for camera systems in county jails.

Reimbursement **Payment up front** **Match (\$ or in-kind)**

Website Address: www.mcit.org

CFDA # (if Federal Grant): None

Date sent to Administration: 1/1/24

Board Approval Date (for office use only): _____

GRANT CONTRACT AGREEMENT

This grant contract agreement is between the Minnesota Counties Intergovernmental Trust (MCIT) and the Goodhue County, Minnesota Sheriff's Office ("GRANTEE").

Recitals

1. Under the authority of the MCIT Board's action approving funding for a Camera Grant program for eligible law enforcement members of MCIT, the organization is empowered to enter into this grant contract agreement.
2. MCIT desires to support the improvement of Minnesota counties' ability to benefit operationally from the greater use of camera technology in jails.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of MCIT.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date: January 1, 2024*

The Grantee must not begin work until this grant contract agreement is fully executed and in effect, and not prior to January 1, 2024. No payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date: December 31, 2025 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 agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue.

2 Grantee's Duties

The Grantee, who is not an employee of MCIT, will execute on its proposal to MCIT, which is the basis for this award. Exhibit A, which is the proposal and any quote submitted by the grantee for funding, outlines the duties to be performed by grantee. Exhibit A is incorporated into this grant contract agreement. The grantee agrees to perform the duties specified in Exhibit A

The Grantee will also provide reports to MCIT at intervals of six months, 12 months, and 24 months from effective date of this agreement, in a format to be specified by MCIT. The reports must include details regarding acquisition, adoption, use of, and effectiveness of cameras in achieving stated grant application goals. Additionally, at MCIT's discretion, on-site interviews of county staff may be conducted, in collaboration with the Sheriff, regarding the adoption of the technology, findings, learnings, or other aspects of this work that MCIT will then use to explain to the public how funds are being used, and what is being accomplished with the grant funds.

3 Time

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

4 Consideration and Payment

4.1 *Consideration.*

MCIT will pay for all services performed by the Grantee under this grant contract agreement up to \$30,000.

(a) Compensation: The Grantee will be reimbursed for the acquisition of products and services proposed under "2. Grantee's Duties" section of this agreement. Grantee will periodically submit to MCIT an invoice seeking reimbursement along with receipts justifying the acquisition and payment for

the goods and services for which reimbursement from MCIT is requested. Only those goods and services approved in the grant application will be eligible for reimbursement by MCIT. Exceptions to this requirement must be communicated to MCIT prior to the county's acquisition of the goods and services in question, and must be approved through a contract amendment to this agreement.

(b) Total Obligation.

The total obligation of MCIT for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$30,000.

4.2 Payment

(a) Invoices: *MCIT will promptly pay the Grantee after the Grantee presents an itemized invoice for the goods and/or services actually performed and MCIT accepts the invoiced services. Invoices must be submitted at least once per year.*

(b) Unexpended Funds: *MCIT will only reimburse the county for acquisition of goods and services appropriately invoiced to MCIT. If grant award funds remain after the expiration date of this agreement, those funds will be retained by MCIT and this residual of the total award will be forfeited by Grantee. Additionally, the Grantee must promptly return to MCIT any unexpended funds that have not been accounted for annually in a financial report to MCIT due at grant closeout.*

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to MCIT's satisfaction, as determined at the sole discretion of MCIT'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 MCIT to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

MCIT's Authorized Representative is Gerd Clabaugh, Executive Director, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, MCIT's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Kristine Holst, Goodhue County, 430 West 6th Street, Red Wing, MN 55066, Kristine.holst@co.goodhue.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify MCIT.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of MCIT, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver

If MCIT fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or MCIT's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between MCIT 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 MCIT, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MCIT, arising from the performance of this grant contract agreement 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 MCIT's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by MCIT granting agency and/or MCIT Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and MCIT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MCIT 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 agreement. 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 MCIT. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MCIT. MCIT will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Publicity and Endorsement

Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify MCIT as the sponsoring agency and must not be released without prior written approval from MCIT'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. All projects primarily funded by grant appropriations must publicly credit MCIT, including on the grantee's website when practicable.

11.1 Endorsement

The Grantee must not claim that MCIT endorses its products or services.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination

13.1 ***Termination by MCIT***

MCIT may immediately terminate this grant contract agreement 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.

13.2 ***Termination for Cause***

MCIT may immediately terminate this grant contract agreement if MCIT finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MCIT may take action to protect the interests of MCIT, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 ***Termination for Insufficient Funding***

MCIT may immediately terminate this grant contract agreement 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. MCIT 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. MCIT will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MCIT must provide the Grantee notice of the lack of funding within a reasonable time of MCIT's receiving that notice

1. GRANTEE

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

By: _____

Title: _____

Date: _____

2. MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST (MCIT)

By: _____

Title: _____

Date: _____



Marty Kelly
Goodhue County Sheriff

430 West 6th Street
Red Wing, MN 55066
Office (651) 267.2600
Dispatch (651) 385.3155

Goodhue County Sheriff's Office
Sheriff Marty Kelly
430 West 6th St.
Red Wing, MN 55066

Tax Identification Number: 41-6005797

The Goodhue County Sheriff's Office is requesting funds from the MCIT 2023 Jail Camera Grant to upgrade our current camera/security system so it is more secure and accurate.

The current security system within the Goodhue County Adult Detention Center is a touch screen system where each housing unit has a touch screen within the unit. Master Control is tasked with the overall security of the facility, including entry points into the secure perimeter, but can also take control of any specific unit, if needed. Within the last two years, we have upgraded the jail cameras to a better-quality resolution and to get cleaner visual capabilities. Unbeknownst to us, these high definition cameras needed more space on a CPU to run accurately. The current CPU's we have cannot handle the speed in which these cameras need to run. If we were to have all our cameras scrolling in Master Control, there is a lag time or the camera freezes entirely and monitoring is no longer accurate or real-time. This lag time can be up to 20-30 seconds. This creates huge safety concerns for both staff and inmates. The use of the grant funds would be used to purchase upgraded CPU's so we can run all the jail cameras in live-time through Master Control without the worry of lag time. Additionally, we would add more monitors in Master Control so more cameras can be viewed at one time. The grant funds would also be used to upgrade the touch screens in the housing units as well as Master Control to operate more efficiently. The goal would be to have a security system that can operate as designed with the most current technology to ensure the safety of staff and inmates.

2022 Quote from Accurate Controls, Inc.

- Five HP workstations Z2 G5 for security controls computers, five touchscreen monitors, five Wonderware & Omniserver licenses, five Omniserver hard keys and four Genetec workstation computers for \$27,330.00
- Labor – Field Technician, Programming, Project Management & Engineering for \$4,123.00
- Shipping & Handling and Travel Per Diem for \$754.60
- Total project cost is \$32,207.60
- The Goodhue County Sheriff's Office Adult Detention Center is requesting \$30,000 for this camera project, and the remainder will be paid by the Goodhue County Tax Levy.

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

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