



# Grant Contract

State of Minnesota

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Saint Paul Police Department, 367 Grove Street, Saint Paul, MN 55101 ("Grantee").

### Recitals

1. Under Minn. Stat. § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft and automobile theft related crime. Grant awards pursuant to its Request for Proposals have been made for that purpose.
3. 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. Pursuant to Minn. Stat. § 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

### Grant Contract

#### 1 Term of Grant Contract

1.1 **Effective date:** July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

**The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2 **Expiration date:** June 30, 2021, 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 and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 2 Grantee's Duties

##### 2.1 Activities.

The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A, and will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1).

##### 2.2 Reporting Requirements.

Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at <https://dps.mn.gov/divisions/ojp/grants/Documents/grant-manual.pdf> and is incorporated by reference into this grant contract.

###### (1) Financial Reporting.

Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.

###### (2) Progress Reporting.

Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the end of the reporting period.

(3) **Other Requirements.**

Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.

(4) **Evaluation.**

The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.

(5) **Requirement Changes.**

The State may modify or change all reporting forms at its discretion during the grant period.

(6) **Special Requirements.**

The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

**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:

**(a) Compensation.**

The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the state in Exhibit A:

(1) \$279,218.52 is available for fiscal year 2020

(2) \$279,218.52 is available for fiscal year 2021

Grant funds available for fiscal year 2020 are permitted to be carried forward into fiscal year 2021 only upon written request and with written approval in advance by the State's Authorized Representative.

**(b) Line-item Changes.**

Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below:

- (1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.
- (2) Any fund transfers must be approved in advance by the State's Authorized Representative, and will not be effective until an amendment to this Agreement has been executed.
- (3) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

**(c) Travel Expenses.**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). 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.



**(d) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$558,437.04.

**4.2 Payment****(a) 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 upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered prior to June 30 of each fiscal year. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.

**(b) Unexpended Funds.**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State 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.

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.

**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 Markham Stock, Grant Manager, 85-7<sup>th</sup> Place E, St. Paul, MN, 651-539-1605, or his 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 Jeff Stiff, 367 Grove Street, Saint Paul, MN 55101, 651-266-5663. 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 shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

**7.2 Amendments.**

Any amendments 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 the State's 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. §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 agreement or transaction 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 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**

**10.1. 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. The Grantee's response to the request shall comply with applicable law.

**10.2. Intellectual Property Rights.**

Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.



**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 immediately terminate this grant contract 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 Cause.**

The State may immediately terminate this grant contract if the State 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. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.**

The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature; or
- b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written 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 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's receiving that notice.

**15 Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, 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.

**1. STATE ENCUMBRANCE VERIFICATION** *EX*

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

Signed: Carla Collins

Date: 7/15/19

SWIFT Contract/PO No(s). SC# 162423 / FY20 PO# 3-12523

**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: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

<b>Saint Paul Police Department</b>			
	<b>Approved FY 2020</b>	<b>Approved FY 2021</b>	<b>Total Approved</b>
<b>Personnel</b>			
Auto Theft Investigator Coordinator	\$ 97,156.00	\$ 97,156.00	\$ 194,312.00
Auto Theft Analyst	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00
<b>Payroll Taxes &amp; Fringe</b>	\$ 29,266.52	\$ 29,266.52	\$ 58,533.04
<b>Contract Services</b>			
Task Force Partner OT	\$ 44,670.00	\$ 44,670.00	\$ 89,340.00
<b>Training</b>	\$ 3,126.00	\$ 3,126.00	\$ 6,252.00
<b>Program Expenses</b>	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00
<b>Equipment over \$5,000</b>			
2 ALPR Unit	\$ 18,000.00	\$ 18,000.00	\$ 36,000.00
<b>Total</b>	\$ 279,218.52	\$ 279,218.52	\$ 558,437.04



## COMMERCE FRAUD BUREAU

### Detailed Budget Worksheet (Form 3)

Organization: Saint Paul Police Department (SPPD)  
 Program: East Metro Auto Theft Task Force (EMATTF)  
 Budget Period: from July 1, 2019 through June 30, 2021

<b>Personnel</b>		
<i>For staff supported by this grant request, list the position title(s). Show the annual salary rate and the percentage of time devoted to the program for the grant period.</i>		
<b>Example: Coordinator \$30,000/yr x .8 FTE x 2 years = \$48,000</b>		
Line Item Detail	Grant Funds FY18	Grant Funds FY19
EMATTF Coordinator -Sergeant: \$97,156/yr. x 1 FTE x 2 years	\$97,156	\$97,156
Auto Theft Analyst: \$75,000 x 1 FTE x 2 years	\$75,000	\$75,000
(3) Auto Theft Investigators OT (surveillance, bait car details, extended shifts due to arrests, etc.) - 350 hrs. x \$63 x 2 years	\$22,050	\$22,050
Office Assistant IV OT (support for evening and weekend community education and VIN etching fairs)- 40 hrs. x \$35.66 x 2 years	\$1,426	\$1,426
TOTAL	\$195,632	\$195,632

<b>Payroll Taxes &amp; Fringe</b>		
<i>Include fringe benefits should be based on actual employer costs for the personnel listed in the 'Personnel' category and only for the FTE budgeted to the project. Explain what is included in the fringe category and the total percentage you are estimating.</i>		
<b>Example: R. Smith (Health/life insurance, UC, WC, pension, FICA) @ 28.5% of salary = \$6,840</b>		
Line Item Detail	Grant Funds FY18	Grant Funds FY19
Health Insurance EMATTF Coordinator @ \$13,610 x 2 years	\$13,610	\$13,610
EMATTF Coordinator Fringe: base salary x 18.40% x 2 years	\$17,877	\$17,877
Health Insurance Analysts @ \$13,610 x 2 years	\$13,610	\$13,610
Analyst Fringe: base salary x 15.15% x 2 years	\$11,362	\$11,362
Auto Theft Investigator OT over time earnings x 17.65% x 2 years	\$3,892	\$3,892
Office Assistant IV OT overtime earnings x 17.65% x 2 years	\$252	\$252
TOTAL	\$60,603	\$60,603





## COMMERCE FRAUD BUREAU

### Detailed Budget Worksheet

#### (Form 3)

#### Contract Services

*If professional or technical consultants or subcontractors are required, include the name of the consultant, services provided, hourly or daily fees, expenses, and estimated time on the program. Examples of consultants may include evaluators, trainers, or strategic planners. Examples of contracted services may include vehicle lease, maintenance agreements, security services, translation services, or subcontracts with outside agencies.*

Line Item Detail	Grant Funds FY18	Grant Funds FY19
Task Force Partner Overtime. Details will be organized by EMATFF with investigators from suburban jurisdictions paid overtime for participation. SPPD anticipates between 3-5 agencies contributing, with West Saint Paul, South Saint Paul, and Maplewood currently committed to contributing investigators to details. Each jurisdiction will train 2-4 investigators to work auto theft details as available:  \$45hr. x 1.5 hours x 1.1765% fringe = \$79.41 hr. 14-16hrs. month x 12 months x 2 investigators x 3 agencies = 1125 hrs.	\$89,340	\$89,340
<b>TOTAL</b>	<b>\$89,340</b>	<b>\$89,340</b>

#### Travel

*Itemize travel expenses for program personnel and program participants by purpose (e.g., participant field trip costs, staff mileage between sites, participant cab fare, etc.). Mileage reimbursement may not exceed \$.50 per mile (.10 rate).*

Line Item Detail	Grant Funds FY18	Grant Funds FY19
<b>TOTAL</b>		

#### Training

*Itemize training planned for staff, volunteers, and program participants. Estimate the nature of the training, location, registration fee, travel, and subsistence for the trainee(s).*

Line Item Detail	Grant Funds FY18	Grant Funds FY19
IAATI Registration \$200 x 2 x 2 years (SPPD will pick up costs for other investigators)	\$400	\$400
Travel Expenses for IAATI Annual Conference		
Airfare \$400 x 2 x 2 years	\$800	\$800
Hotel \$222 night x 3 nights x 2 Officers x 2 Years	\$1332	\$1332
Per diem \$74 x 3 days x 2 officers x 2 years	\$444	\$444
Taxi \$75 x 2 trips (to and from airport) x 2 years	\$150	\$150
<b>TOTAL</b>	<b>\$3,126</b>	<b>\$3,126</b>

**Office Expenses**

*If the program requires the set up of an additional site or needs office supplies, office equipment, or services not already paid for by the agency, estimate the expenses below. Examples include postage, telephone service, Internet service subscription, or copying.*

Line Item Detail	Grant Funds FY18	Grant Funds FY19
Inspection Supplies general at \$500 annually	\$500	\$500
Bait Car Garage Phone and Internet Service \$50 x 12 months x 2 years	\$600	\$600
TOTAL	\$1,100	\$1,100

**Program Expenses**

*Examples of program expenses include the purchase of materials such as books, software, curriculum, craft supplies, and cameras; computers; publicity; costs of convening community meetings; activity fees; etc.*

Line Item Detail	Grant Funds FY18	Grant Funds FY19
Bait car repair and Vehicle maintenance \$1000 average per car x 10 cars x 2 years (cars will be identified through impound or donations)	\$10,000	\$10,000
Verizon Bait Car Cellular Service \$36 x 12 months x 8 cars x 2 years	\$3,456	\$3,456
VIN Etching Supplies (VIN Etching repair kits already purchased by SPPD)	\$700	\$700
Computers to control bait car and LPR software \$3,000 annually x 2 years	\$3,000	\$3,000
Accessories for bait vehicles to modify appearance \$1500 annually x 2 years	\$1,500	\$1,500
Covert Track GPS cell service \$600 x 1 year x 8 cars	\$4,800	\$4,800
Covert Track Annual Licensing	\$4,800	\$4,800
Dispatch center line \$110 x 12 months x 2 years	\$1,320	\$1,320
I Pad trailer equipment \$35 x 12 months x 5 I-Pads	\$2,100	\$2,100
TOTAL	\$31,676	\$31,676

**Equipment over \$5,000 per unit**

*Include only items that have an acquisition cost of \$5,000 or more per unit and have a useful life of one-year or longer. Purchases under \$5,000 per unit should be included in either the Program Expenses or Office Expenses line items. Examples: Communications system, recreational apparatus, etc.*

Line Item Detail	Grant Funds FY18	Grant Funds FY19
LPR reader. Purchase of 1 reader's and associated equipment annually x 2 years.	\$18,000	\$18,000
TOTAL	\$18,000	\$18,000



**Other Expenses (itemize)**

*Itemize other program costs that do not fit into budget line items above such as overhead, building occupancy costs, rent, confidential funds, etc.*

Line Item Detail	Grant Funds FY18	Grant Funds FY19
TOTAL		

<b>Total Grant Funds PROPOSED</b>	<b>\$798,955</b>
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# COMMERCE FRAUD BUREAU

## Project Information Sheet (Form 1)

### 1. AGENCY

<b>Legal Name:</b> Saint Paul Police Department (SPPD) <b>Address:</b> 367 Grove Street <b>City/Zip:</b> Saint Paul, MN 55101	<b>Phone:</b> 651-291-1111 <b>Fax:</b>
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### 2. AUTHORIZED REPRESENTATIVE

<b>Name/Title:</b> Robert Thomasser, Assistant Chief of Police <b>Address:</b> 367 Grove Street <b>City/Zip:</b> Saint Paul, MN 55101	<b>Phone:</b> 651-255-5503 <b>Fax:</b> 651-266-5542
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### 3. OPERATING AGENCY (IF DIFFERENT FROM #1)

<b>Name/Title:</b> Not applicable <b>Address:</b> <b>City/Zip:</b>	<b>Phone:</b> <b>Fax:</b>
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### 4. PROGRAM CONTACT

<b>Name/Title:</b> Jeff Stiff, Commander <b>Address:</b> 367 Grove Street <b>City/Zip:</b> Saint Paul, MN 55101	<b>Phone:</b> 651-266-5663 <b>Fax:</b> 651-266-5906 <b>E-mail:</b> jeff.stiff@ci.stpaul.mn.us
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### 5. FISCAL CONTACT

<b>Name/Title:</b> Carol Gronfor, Grant Specialist <b>Address:</b> 367 Grove Street <b>City/Zip:</b> Saint Paul, MN 55101	<b>Phone:</b> 651-266-5544 <b>Fax:</b> 651-266-5906 <b>E-mail:</b> carol.gronfor@ci.stpaul.mn.us
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### 6. PROJECT INFORMATION:

<b>Project Name:</b> East Metro Auto Theft Task Force		<b>Project Funds Requested:</b> \$798,955
<b>Project Start Date:</b> July 1, 2019		<b>Project End Date:</b> June 30, 2021
<b>Service Area—City(ies) and/or County(ies):</b> City of Saint Paul, Ramsey County, Dakota County	<b>Judicial District:</b> Ramsey County	<b>Match Provided:</b> Yes
		<b>Minnesota Tax ID #:</b> 008025095
		<b>Federal ID #:</b> 41-6005521



## A. PROJECT OVERVIEW

### **Provide a brief description of the project to be implemented.**

The Saint Paul Police Department (SPPD) requests funding to launch an East Metro Auto Theft Task Force (EMATTF). SPPD will serve as the co-lead with Ramsey County Attorney's Office (RCAO). The City of Saint Paul and surrounding communities have experienced a precipitous increase in auto thefts over the last two years. In response, SPPD proposes a reorganization and expansion to the department's existing Auto Theft Unit, directing investigative resources to the region's top perpetrators. Through the realignment, the goal is to reduce auto thefts by 15%, and increase cleared by arrest rates to 20%.

The EMATTF will organize the collective efforts of dedicated investigators and prosecutorial expertise, strengthen evidence building, and conduct a targeted education campaign. Through grant funds, SPPD will reassign an Auto Theft Sergeant to serve as a coordinator of the cross-jurisdictional effort. Further, SPPD will expand personnel dedicated to the Auto Theft Unit. Grant funds will support the hiring of a crime analyst. SPPD is matching grant funds through a recent expansion to the unit of one dedicated to supporting case building for task force investigators.

SPPD is well positioned for leadership of the project as it is the only law enforcement agency in Minnesota with a dedicated Auto Theft Unit. Grant resources identified above will be augmented by a unit Commander, three full time investigators, and two AmeriCorps members, for a total SPPD annual commitment of \$720,000 (representing close to \$2 for every \$1 of state investment).

### **Why do you think it will lead to the expected results?**

The proposed realignment to create the EMATTF is modeled after an award-winning Albuquerque New Mexico program. The model utilizes a regional task force approach and differentiates investigative techniques and prosecutorial strategies for juvenile or first-time offenders from the top repeat auto theft offenders. The Albuquerque model resulted in a 30% reduction of auto thefts when comparing 2017 to 2018. SPPD visited the best practice site to learn techniques and is proposing to utilize several of the Albuquerque program elements with the aim to replicate its success.

Proactive investigations will focus on career criminals involved in auto theft activities through surveillance, bait cars, sting operations, and other innovative investigative techniques. SPPD EMATTF Coordinator will be attending training on investigative strategies and serve as a regional resource for CovertTrack. Simultaneously, community education campaigns will focus on prevention techniques and reducing crimes of opportunity generally committed by juveniles or first-time offenders. The proposed plan will model the following Albuquerque Program components:

*Coordination with local prosecution:* The new model is based on a strong collaboration with RCAO prosecutors to enhance investigative tactics for successful case building.

- Differentiating Top Offenders: Caseloads will be analyzed to identify repeat offenders (three offenses or more), with these offenders receiving priority attention by investigators.
- Creative Case Building: With top offenders identified, SPPD will meet with a dedicated RCAO prosecutor to review secondary strategies for charging to increase conviction rates and potential for time served (ex. shaved keys, fraud, trespassing).
- Unified Evidence Checklist: A mutually agreed evidence checklist will be created for use in presenting cases for charging, directing investigator efforts and strengthening prosecutions.

*Cross Jurisdictional Investigations:* SPPD will design multi-jurisdictional investigations to address perpetrators who avoid detection by moving across city limits. Information-gathering systems will be strengthened through the hiring of a crime analyst who will collect information from other

jurisdictions and share through secure file share systems. Lead jurisdictions will be identified at task force meetings. Details will be conducted based on heat maps identifying high theft areas. Bait car deployment will move away from a former model of equal distribution across the city, and instead focus on saturation of targeted grids. The details will be planned in multiple cities to avoid detection by perpetrators. SPPD will expand the bait car fleet through recovered vehicles and create a system for changing paint color and accessories to avoid detection.

*Strengthen Evidence/Case Building:* Multiple strategies will be utilized:

- Forensic: Lab processing time will be reduced with SPPD's Forensics Unit committing to the processing of evidence from stolen cars in less than 48 hours. Further:
  - In partnership with RCAO, roll call training will be provided for SPPD officers on appropriate procedures for processing a stolen vehicle.
  - SPPD will continue the use of License Plate Readers (LPR) which is the most effective tool for recovery of stolen vehicles. It is directed at a street level approach to quickly identify stolen cars in parking lots, at motels, apartments, airports, etc.
- Secondary sources of evidence: The recent officer position expansion supports case building by gathering evidence from secondary sources. Examples include obtaining video footage of offenders in stolen vehicles from gas stations or local stores, conducting audits of salvage yards and city repair shops, and reviewing insurance claims linked to priority cases.

*Community Education Campaign:* With the support of two full-time AmeriCorps members, SPPD will launch a wide-scale multi-lingual education campaign aimed at reducing auto thefts. Community education sessions will be hosted at churches, mosques, community centers, and neighborhood groups where auto theft prevention information will be disseminated via video social media and printed flyers. SPPD will also host 12-15 VIN etching fairs targeting neighborhoods in highest crime grids.

**Describe the roles that each of the collaborative partners will play (if applicable).**

SPPD will serve as the law enforcement investigative lead for the EMATTF. This leadership role will be explored at the request of Auto Theft Program Director, Mike Marben. As the second largest jurisdiction in the State of Minnesota, SPPD has highly experienced personnel and is frequently called upon to provide leadership expertise for taskforces around the state. Further, the department operates a Professional Development Institute and can support its partners' training needs.

Each member will dedicate leadership representation at monthly task force meetings. The effort to build the EMATTF has just begun. SPPD received commitments from four agencies to participate in collaborative investigations and prosecutorial strategies, attend monthly meetings, and agreement to adhere to a unified evidence checklist. Current committed partners to the EMATTF include:

- RCAO: Prosecutorial lead. Will dedicate a full-time prosecutor to the taskforce, help facilitate task force meetings, develop unified evidence checklist, support law enforcement trainings, provide technical support in development of community educational materials.
- West Saint Paul Police (WSPPD): will help with investigations and details.
- South Saint Paul Police (SSPPD): will help with investigations and details.
- Dakota County Sheriff's Office. (DCSO): will help with investigations and details and provide expertise on forensic cell phone evidence gathering.
- Maplewood Police (MPD): will help with investigations and details.

Efforts to expand the collaborative effort will be continued. Of note, Minneapolis Police Department has committed to continue sharing information based on caseloads.



**B. NEEDS ASSESSMENT/PLANNING PROCESS**

**Analysis of the current response to the problem.**

Auto Theft is a significant issue in Saint Paul. This single jurisdiction consistently represents 80% of all auto thefts in Ramsey County, and 24% of auto thefts across the state. Further, the issue is escalating. SPPD experienced a 22% increase in auto thefts over the last two years (1874 in 2016 and 2296 in 2018). This represents 19% of all Part I crimes reported within the City.

*What is working:* While SPPD’s auto theft rate is rapidly climbing, SPPD’s Auto Theft Unit can document success at tackling the issue. SPPD recently began piloting new strategies for presenting cases to prosecutors for charging. Results are promising with the cleared by arrest rate jumping from 7% in 2017 to almost 11% in 2018. SPPD believes this number will increase further through alignment with RCAO and a full two years of sustained task force efforts. SPPD also trained patrol officers on the use of LPRs. With the help of LPR technology, SPPD has consistently recovered over 60% of all vehicles reported as stolen. Last year 151 stolen vehicles were recovered with LPRs, resulting in 32 arrests. SPPD believes this number is an undercount and will focus on strengthening training on LPR documentation for patrol officers.

*Identify gaps:* SPPD conducted a series of planning activities for the redesign of the Auto Theft Unit, meeting with RCAO, conducting open houses with local law enforcement agencies and conducting internal audits of the department’s operations. From these sessions, SPPD identified a series of service gaps that will be addressed by this proposal:

- Smaller jurisdictions who are unable to fund an entire Auto Theft Unit welcome the professional development, shared technology and investigative resources of a task force.
- Auto Theft is low level offense under the Minnesota Sentencing Guidelines, with adult offenders not sentenced to significant time until they have five or six convictions. Identifying higher level offenses in addition to the auto theft offenses, offenders are likely to receive sentences that reflect the level of harm they have caused in the community.
- Through an internal audit, SPPD recognized the need to commit to presenting all cases for charging that meet the defined guidelines established in the uniform evidence checklist.

**Describe the service area to be served by the project.**

SPPD aims to serve the entire population of Ramsey and Dakota County through the EMATFF. The total population size of Ramsey County is 547,974 and for Dakota County 398,552 bringing the total service population to 946,526. However, current commitments are limited to SPPD and three jurisdictions, so SPPD data has been used for analysis for this grant request.

	<i>Population of Area</i>	<i># of Auto Thefts Reported</i>	<i>Auto Thefts Per Capita</i>
<b>Saint Paul Police Department UCR Auto Theft Data</b>			
SPPD -2017	306,696	2084	6.85 per 1,000 people
SPPD- 2018	306,696	2296	7.55 per 1,000 people
<b>TOTAL</b>	<b>613,392</b>	<b>4380</b>	<b>7.14 per 1,000 people</b>

**Identify all the agencies that will share grant dollars and/or participate in the project.**

SPPD has earmarked \$178,000 in funding for subawards to collaborative Law enforcement partners, representing close to 25% of the grant request. Resources will provide 3-5 officers who will assist with overtime details. Agencies must have signed MOUs before accessing funds. DCSO, SSPPD, WSPPD have currently committed to signing an MOU for funds and SPPD is seeking additional partners. Minneapolis Police and RCSO submitted separate but coordinated proposals and will not share grant dollars.

**Address your need for grant funds based upon automobile theft issues in your service area.**

As outlined earlier, SPPD has invested significant resources into tackling auto thefts, operating the only dedicated unit in the state. However, with 2296 auto thefts reported in Saint Paul in 2018, the unit is simply overwhelmed. Currently, the unit investigators have less than 20 minutes to allocate per case. The grant requests and SPPD's recent expansion result in two additional FTE for the unit. Further, SPPD's proposal recognizes that cases coming in at such a significant volume must be screened. As defined earlier, this grant will pay for a dedicated crime analyst allowing the staff resources needed to define a system to prioritize caseloads and unify investigative strategies.

**Address how you intend to track, measure, and report your results to the board.**

An outcome-based performance-based evaluation plan will be defined and approved by the members of the EMATTF, defined below. Performance targets will be set at both a task force level and for individual agencies. Quarterly reports to the leadership of the EMATTF will inform an annual presentation of data for the Minnesota Department of Commerce and commissioners reviewing the performance of these grants.

**C. DEMONSTRATED RESULTS**

The EMATTF will collaboratively define an outcome-based evaluation plan in the first quarter of the grant. This will include a logic model and an evaluation schedule. The plan will be data mapped to UCR guidelines. The performance measures will be defined in the Auto Theft reporting manual and in the annual report to state commissioners. The newly dedicated crime analyst will collect performance data from task force partners monthly and analyze and redistribute quarterly. Of note, as a part of the planning effort, SPPD and Ramsey County have agreed to align reporting of the number of cases presented for charging.

Group performance measures will all drive towards the stated goal of reduced auto thefts for the region. SPPD and its partners commit to the following outcomes over the next two years:

*Measurable Goal:*

Reduce auto thefts by 15%. This will be measured by comparing to 2018 UCR rates.

*Measurable Objectives:*

- Maintain a 60% recovery rate for stolen vehicles, as defined by CAD data.
- Successfully identify the region's top 50 perpetrators of auto thefts in those two years, tracked at unit level.
- Collectively present 500 cases for charging annually, defined as cases that meet all criteria outlined in the uniform evidence checklists, tracked at unit level.
- Increase cleared by arrest rates to 20%, as measured by UCR data.





# COMMERCE FRAUD BUREAU

## Work Plan (Form 2)

Objective Number	What Do You Intend To Achieve? (The immediate or direct effects your program intends to achieve)		
1.	Support multi-jurisdictional projects combining the resources of different agencies in a task force approach to prevent, investigate, and prosecute auto thefts		
How Will You Achieve It? (List your strategies to achieve your objective, including steps, activities, and tasks you will use)	Frequency of Activity	Time Frame	Person or Position Responsible
<p>SPPD will serve as law enforcement lead and RCAO will serve as prosecutorial lead for the East Metro Auto Theft Task Force (EMATTF).</p> <p>1. <i>Expand law enforcement membership and define MOUs for current committed partners.</i></p> <p>2. <i>Leadership/Planning meeting to identify regional goals and processes.</i></p> <ul style="list-style-type: none"> <li>- Law Enforcement and Prosecutorial planning meetings to define a unified evidence checklist, to include juvenile profile versus top offender profile, with common additional charging strategies defined.</li> <li>- Performance targets and logic model defined for the collective task force.</li> <li>- Define process for sharing bait car resources, SPPD technical support and call center set up for details conducted in suburban jurisdictions.</li> </ul> <p>3. <i>Investigative and Prosecutorial Task Groups:</i> Conduct monthly meetings with taskforce members:</p> <ul style="list-style-type: none"> <li>- Review crime data reports and analysis.</li> <li>- Identify trends in the community.</li> <li>- Identify agency who will assume investigative leads (deconfliction).</li> </ul> <p>4. <i>Investigative case specific meetings:</i></p> <ul style="list-style-type: none"> <li>- Review of top offenders</li> <li>- Collectively develop charging strategies that will guide investigative case building.</li> </ul>	6-8 MOUs	1 <sup>st</sup> Quarter of grant, and then ongoing.	SPPD Unit Commander and designated full time RCAO Prosecutor
	3-5 Planning meetings	1 <sup>st</sup> quarter of the grant	SPPD Unit Commander, Auto Theft Sergeant, designated full time RCAO Prosecutor
	24	monthly x 12 months x 2 years	SPPD Data Analysts prepares reports. Attendance from SPPD, DCSO, RCAO, MPD, SSPPD, WSPPD,
	72	2-4 monthly meetings	SPPD, RCAO Dedicated Auto Theft Attorney and additional agencies defined by needs
If Successful, What Results Will You Achieve? (As a result of your programming what will be different?)	How Will You Know If You Are Successful? (Describe what you will use to measure your success)		
Repeat offenders identified and collectively reviewed	<ul style="list-style-type: none"> <li>- Attendance Logs, with 80% of attendance maintained</li> <li>- Unified checklist defined</li> <li>- 5 fully executed MOUs by start of second year</li> </ul>		
Person Responsible For Evaluation (name, title, organization)	Jeff Stiff, Unit Commander, SPPD		



## COMMERCE FRAUD BUREAU

### Work Plan (Form 2)

Objective Number	What Do You Intend To Achieve? (The immediate or direct effects your program intends to achieve)		
2.	Support protracted or complex investigations or programs that target repeat offenders		
How Will You Achieve It? (List your strategies to achieve your objective, including steps, activities, and tasks you will use)	Frequency of Activity	Time Frame	Person or Position Responsible
<p>1. <i>Cross Jurisdictional Investigations guided by top offenders</i></p> <ul style="list-style-type: none"> <li>- Conduct weekly case file review across all partner agencies to identify repeat offenders (ex. same DNA showing up on more than one recovered vehicle, same offender being charged in more than one county)</li> <li>- Analyze Hot Spot data on a weekly basis</li> <li>- Design Auto Theft details around gathered data analysis               <ul style="list-style-type: none"> <li>o Deploy Bait Cars in target neighborhoods - activities will include some running car details during winter months.</li> <li>o Develop a system for sharing of bait cars across jurisdictions which will multiply the potential resources for details and help avoid detection by suspects</li> </ul> </li> <li>- Conduct surveillance of top offenders or potential chop shops.</li> </ul>	50+ details annually	Ongoing	SPPD Sergeant will design details with partner agencies who will contribute officers with overtime paid through grant
If Successful, What Results Will You Achieve? (As a result of your programming what will be different?)	How Will You Know If You Are Successful? (Describe what you will use to measure your success)		
# of total auto thefts will decrease by 15%	SPPD will track the following: <ul style="list-style-type: none"> <li>- Total # of recovered vehicles</li> <li>- # of LPR recoveries</li> <li>- # of hot spot report generated</li> <li>- # of details conducted</li> </ul>		
Person Responsible For Evaluation (name, title, organization)	Jeff Stiff, Unit Commander, SPPD		





# COMMERCE FRAUD BUREAU

## Work Plan (Form 2)

Objective Number	What Do You Intend To Achieve? (The immediate or direct effects your program intends to achieve)		
3.	Improve the techniques or expand resources of existing auto theft investigations, apprehension, or prosecution activities.		
How Will You Achieve It? (List your strategies to achieve your objective, including steps, activities, and tasks you will use)	Frequency of Activity	Time Frame	Person or Position Responsible
<p>1. <i>Strengthen Evidence Building</i></p> <ul style="list-style-type: none"> <li>- Conduct weekly LPR details around the metro to recover stolen vehicles to help with evidence building.</li> <li>- Collect DNA evidence from recovered vehicles.</li> <li>- SPPD supporting officer will assist in the collection of secondary evidence (ex. video footage at local stores or CCTV).</li> <li>- Conduct insurance claims, salvage yard or auto repair business audits.</li> <li>- Execute search warrants to obtain evidence (ex. cell phone data).</li> </ul> <p>2. <i>Presentation of cases for charging:</i></p> <ul style="list-style-type: none"> <li>- Case files reviewed for adherence of evidence checklist.</li> <li>- Cases presented to Attorney's Office for charging</li> <li>- Charging of cases will be tracked by investigative strategies (first time offenders versus top offenders). Commander, Sergeant and dedicated Auto Theft prosecutor will review during meetings.</li> </ul>	<p>1000+ (500+ annually) Full Auto Theft investigations conducted</p> <p>100 (50 annually) of the cases are cross jurisdictional top offender investigations</p>	<p>Ongoing</p> <p>Ongoing</p>	<p>SPPD Sergeant organizes LPR details, and a master list of ongoing investigations</p> <p>Investigators at each agency</p> <p>GPS data collected forensically will be supported by DCSO</p> <p>Individual Investigators, dedicated RAO Prosecutor</p>
If Successful, What Results Will You Achieve? (As a result of your programming what will be different?)	How Will You Know If You Are Successful? (Describe what you will use to measure your success)		
<p>500 cases annually presented for charging</p> <p>Auto Theft cleared by arrest rate increases to 20% by 2021.</p>	<p>SPPD will track the following:</p> <ul style="list-style-type: none"> <li>- Total # of bookings of offenders</li> <li>- Total # of cases presented for charging to County</li> <li>- Total # of cases accepted for charging</li> </ul>		
Person Responsible For Evaluation (name, title, organization)	Jeff Stiff, Unit Commander, SPPD		



## COMMERCE FRAUD BUREAU

### Work Plan (Form 2)

Objective Number	What Do You Intend To Achieve? (The immediate or direct effects your program intends to achieve)		
4.	Increase public awareness of the common methods of automobile thefts --aimed at crimes of opportunity		
How Will You Achieve It? (List your strategies to achieve your objective, including steps, activities, and tasks you will use)	Frequency of Activity	Time Frame	Person or Position Responsible
<ol style="list-style-type: none"> <li>1. <i>Attend city resident meetings in key neighborhoods to address concerns about auto theft.</i></li> <li>2. <i>SPPD will conduct auto theft awareness fair during Safe Summer Nights events and additional as needed</i> <ul style="list-style-type: none"> <li>- Free VIN # etching</li> <li>- Community education session on types of vehicles being stolen, techniques for keeping safe</li> <li>- Saint Paul and suburban communities</li> </ul> </li> <li>3. <i>Culturally based education on auto theft.</i> <ul style="list-style-type: none"> <li>- Community education presentation sessions held at churches, mosques, community centers, and social service agencies.</li> <li>- Information flyers developed in four languages (Karen, Somali, Spanish, Hmong) with 10,000+ distributed in key neighborhoods.</li> <li>- Social media campaign conducted with four informational videos created in four languages</li> </ul> </li> </ol>	<p style="text-align: center;">6</p> <p style="text-align: center;">24 (12-16 fairs annually)</p> <p style="text-align: center;">700 car etchings (30 cars etched per fair)</p> <p style="text-align: center;">24 (12-16 sessions annually)</p>	<p style="text-align: center;">2 meetings in each of 3 districts</p> <p style="text-align: center;">Summer months</p> <p style="text-align: center;">1 education session a month</p> <p style="text-align: center;">four flyers created</p> <p style="text-align: center;">four information videos posted</p>	<p style="text-align: center;">SPPD Sergeant and Commander, RCAO Attorney</p> <p style="text-align: center;">SPPD Sergeant and AmeriCorps members</p> <p style="text-align: center;">AmeriCorps members, with technical support by SPPD and RCAO</p>
If Successful, What Results Will You Achieve? (As a result of your programming what will be different?)	How Will You Know If You Are Successful? (Describe what you will use to measure your success)		
Reduction in total auto thefts in the city by 15% over two years	<ol style="list-style-type: none"> <li>4. # in attendance at awareness fairs</li> <li>5. Pre and post tests taken at community education sessions show improved awareness of auto theft prevention</li> <li>6. 5,000 impressions through social media videos</li> </ol>		
Person Responsible For Evaluation (name, title, organization)	Jeff Stiff, Unit Commander, SPPD		