

**RESOLUTION  
 CITY OF SAINT PAUL, MINNESOTA**

Presented by \_\_\_\_\_


1 WHEREAS, the City of Saint Paul, Police Department has received a third (#3) amendment to the Auto  
 2 Theft Prevention grant (RES 11-2453, RES PH 12-84, RES 12-1594) which was awarded in round two of  
 3 the grant application from the State of Minnesota through its Commissioner of Commerce; and  
 4  
 5 WHEREAS, the state awarded an additional \$75,430 providing funds to support the police department in  
 6 its efforts to reduce motor vehicle theft including training of LPR operators, monitoring of salvage  
 7 locations for compliance with state statutes and city ordinances and conduct special police details in areas  
 8 experiencing an increased number of auto thefts; and  
 9  
 10 WHEREAS, the 2012 financing and spending plan for this grant needs to be amended; and

<b>2400 (436) Police Grant Fund - Accounting Unit 1034160 (34160)</b>			
<b>Account(Object Code)</b>		<b>CURRENT BUDGET</b>	<b>AMENDED BUDGET</b>
		<b>CHANGES</b>	
<b>Spending Changes</b>			
	Total Employee Expense	270,904	270,904
	Total Service	17,729	17,729
	Total Materials and Supplies	11,197	11,197
56540 (848)	Total Capitalized Equipment	34,800	93,200
	<b>TOTAL:</b>	<b>334,630</b>	<b>393,030</b>
<b>Financing Changes</b>			
42400 (3400)	State Grant - Department of Commerce	334,630	393,030
	<b>TOTAL:</b>	<b>334,630</b>	<b>393,030</b>

25 THEREFORE BE IT RESOLVED, that council accepts this grant amendment and authorizes the City of  
 26 Saint Paul to enter into, and Chief Thomas Smith to implement the attached amendment with the State of  
 27 Minnesota; and

29 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2012  
 30 budget.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**  
  
 By: **Thomas E. Smith, Chief of Police**  
 Approved by the Office of Financial Services  
 By: \_\_\_\_\_  
 Approved by City Attorney  
 By: \_\_\_\_\_  
 Approved by Mayor for Submission to Council  
 By: \_\_\_\_\_

Adopted by Council: Date \_\_\_\_\_  
 Adoption Certified by Council Secretary  
 By: \_\_\_\_\_  
 Approved by Mayor: Date \_\_\_\_\_  
 By: \_\_\_\_\_

## Amendment # 3 for Grant Agreement # 37318

Contract Start Date:	January 23, 2012	Total Contract Amount:	\$448,689.40
Original Contract Expiration Date:	June 30, 2013	Original Contract:	\$111,218.00
Current Contract Expiration Date:	NA	Previous Amendment(s) Total:	\$262,311.40
Requested Contract Expiration Date:	NA	This Amendment:	\$75,430.00

This amendment is by and between the State of Minnesota, through its Commissioner of Commerce ("State") and St. Paul Police Department, 367 Grove Street, St. Paul, MN 55101 ("Grantee").

## Recitals

1. The State has a grant contract with the Grantee identified as SWIFT Contract Number 37318 ("Original Grant Contract") to perform projects for the purpose of reducing the incidence of auto theft.
2. The State has made additional grant awards pursuant to its Round 3 Request for Proposals.
3. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

## Grant Contract Amendment

**REVISION 1.** Clause 2. "**Grantee's Duties**" is amended as follows:

2.1 **Activities.** The Grantee, who is not a state employee, will perform the necessary duties and tasks specified in:

- A) the Round 1 Request for Proposal and Grantee's Round 1 grant application for the Auto Theft Prevention Program, which are incorporated into this grant contract as Exhibit A and are on file with the State and located at the Department of Commerce, 85-7<sup>th</sup> Pl. E., St. Paul MN 55101.
- B) the Grantee's Round 2 grant application, which is attached and incorporated into this contract as Exhibit B.
- C) the Grantee's Round 3 grant application with revisions as specified in Exhibit C, which is attached and incorporated into this contract.

2.3 Any changes from the specified tasks or breakdown of costs must:

- A) advance the purpose of the Automobile Theft Prevention Grant Program,
- B) remain within the total dollar amount of the grant, and
- C) be approved in writing by the State's Authorized Representative prior to any changed expenditure.

**REVISION 2.** Clause 4 "**Consideration and Payment**" is amended as follows:

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 identified in ~~Grantee's Round 1 grant application~~ according to the breakdown of costs contained in Exhibits A, B and C which is attached and incorporated into this grant contract.


- i.) \$55,609.00 is available from July 1, 2011 through June 30, 2012 for activities identified in ~~Grantee's Round 1 grant application~~ Exhibit A. Funds not expended by the Grantee for this program through June 30, 2012 will be available to the Grantee until June 30, 2013.

- ii.) \$55,609.00 is available from July 1, 2012 through June 30, 2013 for activities identified in Grantee's Round 1 grant application Exhibit A.
- iii.) \$262,311.40 is available through June 30, 2013 for activities and budget amounts according to the breakdown of costs identified in Exhibit B, Grantee's Round 2 grant application.
- iv.) \$75,430.00 is available through June 30, 2013 for activities and budget amounts according to the breakdown of costs identified in Exhibit C.

**(b) 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 for travel in the Grantee's Round 1 and 2 grant applications~~ approved for travel in Exhibits A, B and C; 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.

**(c) Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$373,529.40 \$448,689.40.

Except as amended herein, the terms and conditions of the Original Grant Contract and all previous amendments remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION** 

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

Signed: Jennifer Hovstien  
Date: 8/16/12

SWIFT Contract/PO No(s) 37318, PO# 1758

**3. STATE AGENCY**

*Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.*

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

**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: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
State's Authorized Representative - Photo Copy

Amendment #3 for Grant Agreement #37318

By: \_\_\_\_\_

Title: Director, Office of Financial Services

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

By: \_\_\_\_\_

Title: Mayor

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

By: \_\_\_\_\_

Title: Director of Human Rights and Equal Economic Opportunity

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

**EXHIBIT C**

St. Paul PD	Request		Approved
	Salary / Amount	Fringe	
<b>Personnel</b>			
AT Invest OT	\$ 17,124.00	\$ 2,508.67	
PO LPR OT	\$ 14,418.00	\$ 2,122.24	
PO Bait Car OT	\$ 12,015.00	\$ 1,760.20	
Office Asst OT	\$ 1,958.40	\$ 286.91	
SIU Invest OT	\$ 2,283.20	\$ 334.49	
Juv Det OT	\$ 2,283.20	\$ 334.49	
Bait Car / LPR Sgt Coord OT	\$ 6,034.00	\$ 884.00	
IT Tech Support OT	\$ 2,400.00	\$ 351.60	
Radio Shop Tech Support OT	\$ 2,400.00	\$ 351.60	
Personnel Total	\$ 60,915.80	\$ 8,934.20	
<b>Contract Services</b>			
3 Year Software License & Maint Agreement (Bait Car)	\$ 2,250.00		\$ 2,250.00
<b>Training</b>			
BSM Wireless Training (Bait Car)	\$ 3,960.00		\$ 3,960.00
<b>Office Expenses</b>			
Office Phone / Internet (Bait Car Garage)	\$ 1,200.00		
Office & Vehicle Inspection Supplies	\$ 1,500.00		
<b>Program Expenses</b>			
Bait Car Repair and Maint	\$ 3,000.00		\$ 3,000.00
Accessories for Bait Car to Modify Appearance	\$ 1,500.00		
Tools & Equipment for setup of bait car garage	\$ 1,500.00		
Police Equipment - Low profile light package w/ siren	\$ 800.00		
2 Slap & Track GPS trackers	\$ 3,000.00		\$ 3,000.00
Verizon bait car cellular service	\$ 1,800.00		\$ 1,800.00
Verizon LPR cellular service	\$ 360.00		\$ 360.00
Public Meeting Materials	\$ 500.00		\$ 500.00
Quest ECC V-Stream (Video Monitoring) Bait Car	\$ 2,160.00		\$ 2,160.00
<b>Equipment Over \$5k</b>			
Bait cars (2)	\$ 16,000.00		
BSM Wireless Stinger Bait Vehicle Package (3)	\$ 21,000.00		
Recon Solutions V-Stream Video System (3)	\$ 6,600.00		
Mobile LPR (2)	\$ 46,400.00		\$ 46,400.00
Covert Pole Mounted Video Camera (2)	\$ 12,000.00		\$ 12,000.00
Replacement of obsolete server for LPR storage	\$ 6,000.00		
<b>Total</b>	\$ 201,380.00		\$ 75,430.00

## Amendment # 2 for Grant Agreement # 37318

Contract Start Date:	January 23, 2012	Total Contract Amount:	\$373,529.40
Original Contract Expiration Date:	June 30, 2013	Original Contract:	\$111,218.00
Current Contract Expiration Date:	NA	Previous Amendment(s) Total:	\$262,311.40
Requested Contract Expiration Date:	NA	This Amendment:	\$0.00

This amendment is by and between the State of Minnesota, through its Commissioner of Commerce ("State") and St. Paul Police Department, 367 Grove Street, St. Paul, MN 55101 ("Grantee").

### Recitals

1. The State has a grant contract with the Grantee identified as SWIFT Contract Number 37318 ("Original Grant Contract") to perform projects for the purpose of reducing the incidence of auto theft.
2. The State is willing to consider certain variations in the use of grant awards.
3. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

### Grant Contract Amendment

**REVISION 1.** Clause 2. "Grantee's Duties" is amended as follows:

- 2.1 Activities. The Grantee, who is not a state employee, will perform the necessary duties and tasks specified in:
- A) the Round 1 Request for Proposal and Grantee's Round 1 grant application for the Auto Theft Prevention Program, which are incorporated into this grant contract and are on file with the State and located at the Department of Commerce, 85-7<sup>th</sup> Pl. E., St. Paul MN 55101.
  - B) the Grantee's Round 2 grant application, which is attached and incorporated into this contract as Exhibit B.

2.2 Any changes from the specified tasks or breakdown of costs must:

- A) advance the purpose of the Automobile Theft Prevention Grant Program,
- B) remain within the total dollar amount of the grant, and
- C) be approved in writing by the State's Authorized Representative prior to any changed expenditure.

Except as amended herein, the terms and conditions of the Original Grant Contract and all previous amendments remain in full force and effect.

#### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 5/22/12

SWIFT Contract/PO No(s): \_\_\_\_\_

#### 3. STATE AGENCY

*Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.*

By: 

Title: Deputy Commissioner  
*(with delegated authority)*

Date: 5-22-12

#### 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: Chief of Police

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

#### Distribution:

Agency

Grantee

State's Authorized Representative - Photo Copy.

Amendment #2 for Grant Agreement #37318

By: \_\_\_\_\_

---

Title: City Attorney

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

By: \_\_\_\_\_

Title: Director, Office of Financial Services

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

By: \_\_\_\_\_

Title: Mayor

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

By: \_\_\_\_\_

Title: Director of Human Rights and Equal Economic Opportunity

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

████████████████████

## Amendment # 1 for Grant Agreement # 37318

Contract Start Date:	January 23, 2012	Total Contract Amount:	\$373,529.40
Original Contract Expiration Date:	June 30, 2013	Original Contract:	\$111,218.00
Current Contract Expiration Date:	NA	Previous Amendment(s) Total:	\$0.00
Requested Contract Expiration Date:	NA	This Amendment:	\$262,311.40

This amendment is by and between the State of Minnesota, through its Commissioner of Commerce ("State") and St. Paul Police Department, 367 Grove Street, St. Paul, MN 55101 ("Grantee").

### Recitals

1. The State has a grant contract with the Grantee identified as SWIFT Contract Number 37318 ("Original Grant Contract") to perform projects for the purpose of reducing the incidence of auto theft.
2. The State has made additional grant awards pursuant to its Round 2 Request for Proposals.
3. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

### Grant Contract Amendment

**REVISION 1.** Clause 2. "Grantee's Duties" is amended as follows:

- 2.1 *Activities.* The Grantee, who is not a state employee, will perform the necessary duties and tasks specified in:
- A) the applicable Round 1 Request for Proposal and included in Grantee's Round 1 grant application for the Auto Theft Prevention Program, which are incorporated into this grant contract and are on file with the State and located at the Department of Commerce, 85-7<sup>th</sup> Pl. E., St. Paul MN 55101.
  - B) the Grantee's Round 2 grant application, which is attached and incorporated into this contract as Exhibit B.

**REVISION 2.** Clause 4 "Consideration and Payment" is amended as follows:

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 ~~an amount not to exceed \$111,218.00~~, for activities identified in Grantee's Round 1 grant application according to the breakdown of costs contained in Exhibit A, which is attached and incorporated into this grant contract.
- i.) \$55,609.00 is available from July 1, 2011 through June 30, 2012 for activities identified in Grantee's Round 1 grant application. Funds not expended by the Grantee for this program through June 30, 2012 will be available to the Grantee until June 30, 2013.
  - ii.) \$55,609.00 is available from July 1, 2012 through June 30, 2013 for activities identified in Grantee's Round 1 grant application.
  - iii.) \$262,311.40 for activities and budget amounts according to the breakdown of costs identified in Exhibit B, Grantee's Round 2 grant application.

(b) *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 for travel in the Grantee's Round 1 and 2 grant applications; 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.~~

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$111,218.00 \$373,529.40.

Except as amended herein, the terms and conditions of the Original Grant Contract and all previous amendments remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Jennifer Harkin  
Date: 3/28/12  
SWIFT Contract/PO No(s): 37318, PO# 784

**3. STATE AGENCY**

*Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.*

By: Stacy A. [Signature]  
(with delegated authority)  
Title: Deputy Commissioner  
Date: 3-29-12

**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: [Signature]  
Title: Chief of Police  
Date: 3/22/12  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
State's Authorized Representative - Photo Copy

By: Virginia D. Palm

Title: St. Paul City Attorney

Date: 3/22/12

---

By: [Signature]

Title: Director, Office of Financial Services

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

By: Grin Dady

Title: Mayor

Date: 3-22-12

By: Reade W. Juleta Deputy

Title: Human Rights

Date: 3/22/12



**MINNESOTA DEPARTMENT OF COMMERCE**  
Division of Insurance Fraud Prevention

Project Information Sheet  
(Form 1)

**1. AGENCY**

Legal Name: St. Paul Police Department Address: 367 Grove Street  City/ZIP: St. Paul, MN 55101	Phone: 651-266-5588 Fax: 651-266-5542 E-mail: chiefomsmith@ci.stpaul.mn.us
---	---

**2. AUTHORIZED REPRESENTATIVE**

Name: Thomas Smith Title: Chief of Police Address: 367 Grove Street  City/ZIP: St. Paul, MN 55101	Phone: 651-266-5588 Fax: 651-266-5542 E-mail: chiefomsmith@ci.stpaul.mn.us
---	---

**3. OPERATING AGENCY (IF DIFFERENT FROM #1)**

Legal Name: Address:  City/ZIP:	Phone: Fax: E-mail:
--	---------------------------

**4. PROGRAM CONTACT**

Name: Brian Coyle Title: Commander Address: 367 Grove Street  City/ZIP: St. Paul, MN 55101	Phone: 651-266-5663 Fax: 651-266-5542 E-mail: brian.coyle@ci.stpaul.mn.us
--	---

**5. FISCAL CONTACT**

Name: Amy Brown Title: Research and Grants Manager Address: 367 Grove Street  City/ZIP: St. Paul, MN 55101	Phone: 651-266-5507 Fax: 651-266-5542 E-mail: amy.brown@ci.stpaul.mn.us
--	---

**6. PROJECT INFORMATION**

New Project       Existing Project

Project Name: SPPD Auto Theft Project	Project Start Date: 1/1/2012	Project End Date: 6/30/2013	Project Funds Requested \$374,696.54
Service Area—City(ies) and/or County(ies): St. Paul, Minnesota	Judicial District: Second Judicial District (Ramsey County)	Match Provided: None	
		Minnesota Tax ID # 008025095	
		Federal ID # 41-6005	

## I. Project Overview

This application seeks funding for the continuation of an auto theft prevention strategy that the St. Paul Police Department was able to initiate and grow during the previous Auto Theft Prevention Program grant cycles. Under previous grants, the St. Paul Police Department was able to purchase and deploy nine (9) License Plate Recognition units which, in concert with our investigative strategies, coordination with the Juvenile and Special Investigations (SIU) units, training, and special detection/enforcement/education details have provided a substantial positive impact on our ability to combat auto theft crimes. In order to maintain the LPR program, future funds will be required to maintain the equipment, continue wireless service and provide overtime to fund LPR details when the activities require an extension of the normal eight-hour workday or have to be scheduled outside the normal work week to accommodate the detail.

Funding is also requested to expand, improve and support the department's "bait car" program. Bait car programs in other cities have proven to be an effective tool in the apprehension and prosecution of auto thieves, as well as a deterrent once the program becomes widely known to exist. Successful programs have a variety of bait cars at their disposal. They also have the ability to replace vehicles and/or modify the appearance of their vehicles, so that the vehicles are not recognized by auto thieves. The St. Paul Police Department currently has two (2) bait cars in service. Both are rather generic vehicles with limited appeal for auto thieves. Grant money will be used to improve the program by funding a coordinator position, providing for program garage space, allowing the acquisition of more units and to diversify the fleet. Overtime money will be used to allow officers and investigators to work outside their normal working hours for bait car details and follow-up investigations.

The department's ability to purchase and fund these strategies on its own has suffered correspondingly with state and local budget cuts resulting from the economic conditions faced on the state and national level. This reality means this grant is necessary for the department to be able to continue and improve its auto theft reduction and prevention efforts, as well as providing the department the ability to adapt to changing auto theft trends and issues as they arise.

## II. Needs Assessment/Planning Process

The City of St. Paul covers 56.16 square miles with a combined population of 273,535 according to the 2006 population estimate by the United States Census Bureau. In 2007, there were 2,076 vehicles stolen in the City of St. Paul. During the following two (2) years, the number of automobiles stolen decreased each year to a low of 1,789 in 2009. This represents a decrease of 14% from 2007 to 2009. In 2010, that number rose to 2053 auto thefts reported. Unfortunately, this upward trend returns the city to the 2007 rate and shows a 14.8% increase from 2009. The auto theft per capita rose from 6.2 per 1000 people in 2009 to 7.1 per 1000 people in 2010.

The St. Paul Auto Theft Unit is staffed by three full-time investigators who work exclusively on auto theft related crimes. The St. Paul Juvenile Unit, Special Investigations Unit (SIU) and Gang Unit also conduct auto theft-related investigations with an offender-specific orientation: ~~The Juvenile Unit deals with youthful offenders while SIU looks primarily at organized crime~~ activity involving outlaw motorcycle gangs. Intelligence gathered by SIU investigators, during auto theft-related investigations, often is used to prevent or solve other serious crimes. Their investigators are also extremely important for their analysis and intelligence gathering capabilities. Our Gang Unit assists the other units when the investigation shows that there are street gang ties. These four units work together, focusing on crime activity involving stolen automobiles and its related perpetrators.

In St. Paul, auto thieves favor particular makes and models of cars. The Honda Civic and Honda Accord consistently rank on our "top 5" list, followed by the Toyota Camry, Acura Integra, and either the Buick Century or the Dodge Caravan. A large number of auto thefts occur in a specific group of relatively small, identifiable geographical areas of St. Paul. These "hot spots" include the downtown area, the North End area, the Thomas-Dale neighborhood and the Summit-University neighborhood. Many of the Hondas and Acuras are stolen from parking lots such as those located at public housing and retail outlets. Some of these are harvested of parts and left abandoned by the suspects who operate mobile "chop shops" in vacant garages and other secluded locations. Recently, arrested auto theft suspects have described how organized rings gather orders for specific vehicles or parts. They then literally "go shopping" for vehicles that will fulfill those orders. Much of this is fueled by the racing crowd who are looking for vehicles and parts to build their racers. Many of our stolen automobiles are found abandoned in other jurisdictions, including in other states. Conversely, we are finding many stolen automobiles from other jurisdictions being abandoned in our city.

We are experiencing thefts involving low-value vehicles, or vehicles in a state of disrepair, that end up, if found at all, at salvage operations locally or elsewhere. Thefts of Harley-Davidson and other makes of motorcycles remain low. However, each year there are spikes in motorcycle thefts that need to be addressed. Intensive and cooperative investigation is required to address these types of theft operations.

Cold winter weather brings with it a corresponding increase of vehicles left running and unattended with the keys in the ignition, making for an easy crime of opportunity. Damage done to the vehicle is generally minimal in these cases. As with vehicles stolen by persons known to the owner, the best outcomes are either catching the offender while he/she is in the car, or the quick recovery of the car to restrict the use of the car to the offender and return it to its rightful owner.

The St. Paul Police Department's License Plate Recognition (LPR) program has proven to be a valuable tool in the recovery of stolen automobiles. It has been responsible for the recovery of six hundred twenty eight (628) stolen vehicles since its inception, four hundred ninety-nine (499) of which were in the last grant cycle. It has aided in the arrest of 11 auto thieves and located 681 scofflaw vehicles (five or more unpaid tickets listed to a registered motor vehicle) since 7/1/09. Most importantly, the recovery rate within the first ten (10) days has improved

from 73.62% in 2009 to 85.31% in the 4<sup>th</sup> quarter of 2010. We believe that these numbers will continue to increase as more officers are trained in LPR operation. Overtime money is essential to allow investigators to train officers, conduct investigations and target auto theft "hot spots" during times outside their normal working hours. In addition, LPR units are often assigned to special events that historically have auto theft problems in and around the event. These events often happen during holiday weekends or other extremely busy times of the year. The patrol districts are tasked with manning these events and are unable to staff auto theft details with on-duty personnel. Overtime money is needed to staff these events.

St. Paul Police Department currently has two (2) bait cars in service. As stated above, a large number of auto thefts in St. Paul occur in relatively small, specific areas. Our current strategy is to determine auto theft "hot spots" using a computerized mapping system and deploy the bait vehicles in those areas. This process, while a valid strategy, has had limited success.

On examination, there are several issues that need to be addressed in order to achieve a successful bait car program:

Our Bait Car Program is currently being run by a Sergeant that is assigned to the Auto Theft Unit. That Sergeant carries a full case load and is expected to fulfill all of the same responsibilities as the other Auto Theft investigators in addition to the bait car program. This leaves little time to give the bait car program the attention that is needed to make it an effective tool against auto theft. A successful bait car program requires a full time individual to assess the problem, deploy the vehicles, maintain the equipment and improve the program. That individual would also be assigned to coordinate the License Plate Reader Program.

Vehicles in the Bait Car Program are currently being stored in separate garages within the Department. There is currently no space available to house all of the vehicles in a central location so that they can be stored out of the public eye and to undergo the regular maintenance that is required to assure their functionality. The acquisition of such a space is essential to build and maintain a quality bait car program.

The vehicles in our bait car fleet are rather generic and our ability to replace them, or alter their appearance, is extremely limited due to budget constraints. Organized auto theft groups are looking for a specific type of vehicle in order to satisfy their customer's demands. One example of this is that these professional thieves are often looking for high performance vehicles and parts to supply the racing crowd. While our current fleet is adequate to entice run of the mill auto thieves who commit crimes of opportunity, neither of our vehicles hold any allure for professional thieves who most greatly influence our auto theft rate.

Having only two (2) vehicles in the fleet severely limits the capabilities of our bait car program. The addition of three (3) fully equipped vehicles would greatly enhance our ability to deploy bait cars in multiple areas simultaneously. It is imperative for a successful bait car program to have a number of vehicles that are attractive to auto thieves and to possess the

ability to alter the vehicles' appearance so that they are not recognized as bait cars by the criminal element.

~~The availability of overtime funds is essential for a bait car program. If provided with these funds, Auto Theft investigators, who carry a full case-load, are then able to extend their investigations past their normal working hours, train officers that work shifts other than the day shift, concentrate on specific auto theft tactics and have flexibility to respond to circumstances as need be without putting undue strain to an already taxed department budget.~~

We have learned, through experience, of the importance of having customer service assured through the purchase of the annual maintenance and service agreements. While the LPR and bait car systems are stable and work without fault for long periods of time, because of the size of our department, and the variety of hardware and software in use, integration issues crop up from time to time. With maintenance and service agreements in place, our contractor's technical support has been available and responsive at all times. These agreements also assure the availability of replacement parts (provided at no extra charge) when necessary. Keeping annual maintenance agreements in place is essential and worth the cost.

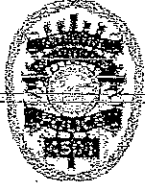
It is the goal of the St. Paul Auto Theft Unit to integrate all of the pieces of our auto theft strategy into the everyday efforts of the entire department. Through the use of these grant funds, we have developed an LPR program that is being used every day by line officers to recover stolen vehicles more quickly. By improving our bait car program, it is our intent to provide a much needed tool to assist in the identification and successful prosecution of our most prolific auto thieves.

### III. Demonstrated Results:

- a. Number of stolen/recovered vehicles:
  - 2009 local/local – 823
  - 2009 OOC/local – 216
  - 2010 local/local – 1863
  - 2010 OOC/local – 377
  - 2011 local/local – 613
  - 2011 OOC/local – 85
- b. Vehicle theft investigations assigned – 3690
- e. Number of arrests (adult)
- d. Number of arrests (juvenile) – 86
- e. Number of cases charged (adult) – 177

- f. Number of cases referred (juvenile) – 86
- g. “Bait Car” deployments – 153
- 
- h. “Bait Car” activations – 17
- i. “Bait Car” arrests – 3
- j. LPR St. Paul stolen recoveries – 395
- k. LPR OOC stolen recoveries – 104
- l. LPR assisted arrests – 11
- m. Stolen auto recovery rate within 10 days:
- 2009 – 73.62%
  - 2010 4<sup>th</sup> qtr. – 85.31%
- n. Investigation outside of business hours assisted in the investigation of an auto theft/child abduction that resulted in the recovery of the child and charges filed against the suspect.
- o. Personnel overtime funds allowed Auto Theft Unit investigators to more thoroughly prepare cases slated for trial while ensuring that the investigators day-to-day obligations were not in any way neglected. Review of interview transcripts, photo development and computerized map making were typical prosecutor requests of investigators. Personnel overtime funds allowed investigators the opportunity to more fully investigate numerous in-custody cases so that these same cases could be presented to prosecutors for charging consideration while the suspects remained in custody.
- p. Investigation outside normal working hours allowed investigators to assist in a chop shop investigation that resulted in the recovery of a large amount of suspected stolen auto parts and charges against the suspect.
- q. As Minnesota’s Capital city, we are involved in or host many statewide, even national interest events, such as the Minnesota State Fair, the Hmong New Years celebration and sporting events such as the Hmong Soccer Tournament and NCAA tournaments. Visitors to these events have their cars stolen. MATPP funds helped us reduce auto thefts nearly 75% in the area surrounding the Minnesota State Fair in 2010.

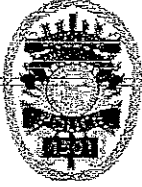




**MINNESOTA DEPARTMENT OF COMMERCE**  
 Division of Insurance Fraud Prevention

Work Plan  
 (Form 2)

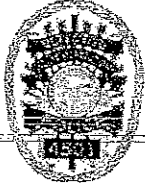
Objective Number	What Do You Intend To Achieve? (The immediate or direct effects your program intends to achieve)		
1	Increase the number of recovered stolen motor vehicles, and reduce the average length of time from theft report to recovery for motor vehicles in the City of St. Paul.		
How Will You 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. Utilize overtime to be used for training LPR operators, and used by trained LPR operators for special details in areas experiencing an increased number of auto thefts, or areas of unusual activity, where such activities extend past normal work hours, or the activities are required to be scheduled outside the normal work day or work week.</li> <li>2. Monitor auto salvage locations for compliance with state statutes and city ordinances. Recover records of crushed vehicles from these locations and compare them with NCIC stolen auto lists.</li> </ol>	<ol style="list-style-type: none"> <li>1. Periodically</li> <li>2. Monthly</li> </ol>	<ol style="list-style-type: none"> <li>1. Throughout the grant.</li> <li>2. Throughout the grant</li> </ol>	<ol style="list-style-type: none"> <li>1. Cdr. Brian Coyle</li> <li>2. Sgt. Tom Radke</li> </ol>
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)		
There will be an increase in the number of stolen motor vehicles recovered, and a reduction in the average length of time from theft report to recovery	Track the number of stolen vehicles recovered (local/OOC). An accurate analysis will be conducted at the start of the grant period to calculate the average length of time from theft report to recovery to set a baseline. We will calculate the average length of time from theft report to recovery on a quarterly basis thereafter through the duration of the grant.		
Person Responsible For Evaluation (name, title, organization)	Brian Coyle, Commander, St. Paul P.D. Auto Theft Unit		



**MINNESOTA DEPARTMENT OF COMMERCE**  
 Division of Insurance Fraud Prevention

Work Plan  
 (Form 2)

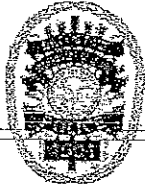
Objective Number	What Do You Intend To Achieve? (The immediate or direct effects your program intends to achieve)			
2.	Reduce motor vehicle thefts in the City of St. Paul			
How Will You Achieve It? (List your strategies to achieve your objective, including steps, activities, and tasks you will use)	Frequency of Activity	Time frame	Person or Position Responsible	
<ol style="list-style-type: none"> <li>1. Utilize of investigator overtime (Auto Theft, Juvenile, SIU) to a) train bait car usage, b) train LPR operators, c) for thorough follow-up investigations that extend past normal work hours, d) special details when the activities required have to be scheduled outside the normal work day or work week, or e) to undertake and complete complex investigations, including "cold case" investigations, that would take the investigator away from daily investigations conducted within the normal workday or workweek.</li> <li>2. Conduct special police details in areas experiencing an increased number of auto thefts, including juvenile-related instances, or areas of unusual activity such as scrap yards, motorcycle parking, car repair shops, or public parking areas.</li> <li>3. Deploy "bait cars" in areas where data and trend analysis show a likelihood of luring and apprehending the thieves.</li> <li>4. Conduct "bait bike", and motorcycle show details.</li> </ol>	<ol style="list-style-type: none"> <li>1a. Periodically</li> <li>1b. Monthly and on case-by-case basis as needed</li> <li>1c. Quarterly and on case-by-case basis as needed</li> <li>1d. Quarterly and on case-by-case basis as needed</li> <li>2. Quarterly and on case-by-case basis as needed.</li> <li>3. Monthly</li> <li>4. Bi-weekly, and as scheduled, during Spring/Fall</li> </ol>	<ol style="list-style-type: none"> <li>1a. 1<sup>st</sup>/2<sup>nd</sup> Quarters and periodically thereafter</li> <li>1b. Duration of grant</li> <li>1c. Duration of grant</li> <li>1d. Duration of grant</li> <li>1e. Duration of grant</li> <li>2. Duration of grant</li> <li>3. Duration of grant</li> <li>4. Duration of grant</li> </ol>	<ol style="list-style-type: none"> <li>1a. Sgt. Jon Loretz</li> <li>1b. Sgt. Julie Weflen</li> <li>1c. Cdr. Brian Coyle</li> <li>1d. Cdr. Brian Coyle</li> <li>2. Sgt. Jon Loretz /Sgt. Julie Weflen</li> <li>3. Sgt. Jon Loretz</li> <li>4. Cdr. Dan Anderson</li> </ol>	
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)			
There will be a reduction in the number of motor vehicle thefts reported in the City of Saint Paul.	Monthly and quarterly tracking of the number of motor vehicle thefts reported, and report the annual percentage decrease/increase.			
Person Responsible For Evaluation (name, title, organization)	Brian Coyle, Commander, St. Paul P.D. Auto Theft Unit			



**MINNESOTA DEPARTMENT OF COMMERCE**  
 Division of Insurance Fraud Prevention

Work Plan  
 (Form 2)

Objective Number	What Do You Intend To Achieve? (The immediate or direct effects your program intends to achieve)		
3	Increase number and quality of motor vehicle theft cases referred to prosecution and cleared by arrest.		
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
1. Acquire and equip two (2) additional vehicles for use as bait cars.	1. Once and used daily after.	1. 1 <sup>st</sup> qtr. of grant	1. Cdr. Brian Coyle
2. Provide training to police personnel to the use the bait car, follow appropriate policies, gather intelligence, collect evidence and identify suspects for charging.	2. Weekly and on an ongoing basis as necessary	2. Duration of grant	2. Sgt. Jon Loretz
3. Conduct surveillance, execute search warrants, work with other police agencies in gathering intelligence, following up leads, identify and collect evidence, and identify suspects for charging.	3. Periodically	3. Duration of Grant	3. Sgt. Jon Loretz
4. Increase communication and collaboration with patrol officers to improve initial response, investigative effort, and crime scene processing in order to build a stronger case foundation for charging purposes.	4. Annually as scheduled	4. 7/1/2009-6/30/2011	4. Cdr. Brian Coyle
5. Provide training and certification to LPR operators to use the system, follow appropriate policies and protocols, gather intelligence, collect evidence, and identify suspects for charging.	5. Frequently	5. Duration of grant.	5. Sgt. Julie Weflen
6. Attend training specific to auto theft crime investigations for investigators.			6. Cdr. Brian Coyle
7. Use effective bait car program to produce quality arrests and develop intelligence.			7. Sgt. Jon Loretz
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)		
The number and quality of cases referred for prosecution should increase and improve, and the number of cases cleared by arrest and charged should increase.	Track the number of arrests for motor vehicle theft. Track number of cases assigned, number of cases cleared by arrest, and number of cases declined prosecution. Report number of cases cleared by arrest, and number of cases declined prosecution as a percentage of cases assigned on a quarterly basis through the duration of the grant.		
Person Responsible For Evaluation (name, title, organization)	Brian Coyle, Commander, St. Paul P.D. Auto Theft Unit		



**MINNESOTA DEPARTMENT OF COMMERCE**  
 Division of Insurance Fraud Prevention

Detailed Budget Worksheet

To be completed by

**CURRENT GRANTEES WHO WERE AWARDED FUNDS IN ROUND 1**  
 (Form 4)

Organization: St. Paul Police Department  
 Program: SPPD Auto Theft Prevention Program  
 Budget Period: from 1/1/2011 through 6/30/2013

**Personnel**

*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.*

*Example: Coordinator \$30,000/yr x .8 FTE x 2 years = \$48,000*

Line Item Detail	Grant Awarded Round 1	Grant Request Round 2	Total Grant Funds Round 1 plus Round 2
Auto Theft Investigator OT - 329 hrs x 57.08	\$18,779.32		\$18,779.32
Police Officer LPR OT - 354 hrs x \$48.06	\$15,013.24	\$2,000.00	\$17,013.24
Police Officer Bait OT - 354 hrs x \$48.06	\$15,013.24	\$2,000.00	\$17,013.24
Office Assistant II OT - 163 hrs x \$24.48	\$3,990.24		\$3,990.24
SIU Investigator OT - 75 hrs x \$57.08		\$4,281.00	\$4,281.00
Juvenile Unit Investigator - 75 hrs x \$57.08		\$4,281.00	\$4,281.00
Bait Car/LPR Coordinating Sergeant - \$83,663/yr x 1.5 yrs		\$125,495.00	\$125,495.00
BC/LPR Coord. OT - 100 hrs x \$60.34		\$6,034.00	\$6,034.00
IT technical support OT - 60 hrs x \$60.00		\$3,600.00	\$3,600.00
<b>TOTAL</b>	<b>\$52,796.04</b>	<b>\$147,691.00</b>	<b>\$200,487.04</b>

**Payroll Taxes & Fringe**

*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.*

*Example: R. Smith (Health/life insurance, U.C., W.C., pension, FICA) @ 28.5% of salary = \$6,840*

Line Item Detail	Grant Awarded Round 1	Grant Request Round 2	Total Grant Funds Round 1 plus Round 2
Auto Theft Investigator OT - 14.65% on \$18,779.32	\$2,751.17		\$2,751.17
Police Officer LPR OT - 14.65% on \$17,013.24	\$2,199.43	\$290.00	\$2,489.43
Police Officer Bait OT - 14.65% on \$17,013.24	\$2,199.43	\$290.00	\$2,489.43
Office Assistant II OT - 14.65% on \$3,990.24	\$584.57		\$584.57
SIU Investigator OT - 14.65% on \$4,281.00		\$627.00	\$627.00
Juvenile Investigator OT - 14.65% on \$4,281.00		\$627.00	\$627.00
Bait Car/LPR Coordinating Sgt - 21.47% on \$125,495 + health insurance (\$12,432)		\$39,375.00	\$39,375.00
BC/LPR Coord. OT - 14.65% on \$6,034.00		\$884.00	\$884.00
IT technical support OT - 14.65 on \$3,600.00		\$527.40	\$527.40
<b>TOTAL</b>	<b>\$7,734.60</b>	<b>\$42,620.40</b>	<b>\$50,355.00</b>

**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 Awarded Round 1	Grant Request Round 2	Total Grant Funds Round 1 plus Round 2
Annual ELSAG soft-wear warranty @ \$500 for 4 units x 2	\$4,000.00		\$4,000.00
<b>TOTAL</b>	<b>\$4,000.00</b>	<b>\$0</b>	<b>\$4000.00</b>

<b>Training</b> <i>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).</i>			
Line Item Detail	Grant Awarded Round 1	Grant Request Round 2	Total Grant Funds Round 1 plus Round 2
4 Auto Theft Investigators: 2 AVCAM conferences (local)	\$1,000.00		\$1,000.00
IAATI dues and registration 4 investigators @\$35.00 annually	\$280.00		\$280.00
NCRC dues and registration, 4 investigators @ \$10.00 annually	\$80.00		\$80.00
3 Auto Theft Investigators: NCRC/IAATI Midwest MV Theft conference Airfare est 3 X \$500.00 = \$1,500.00 Ground Transport (est) 3 X \$70.00 = \$210.00 Hotel 3 X 3 days @ \$217.50 = \$1957.50 Registration \$385.00 x 3 = \$1,155.00	\$4,822.50		\$4,822.50
<b>TOTAL</b>	<b>\$6,182.50</b>	<b>\$0</b>	<b>\$6,182.50</b>

<b>Office Expenses</b> <i>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.</i>			
Line Item Detail	Grant Awarded Round 1	Grant Request Round 2	Total Grant Funds Round 1 plus Round 2
Office and vehicle inspection supplies	\$2,500.00		\$2,500.00
Cellular phone service for three grant purchased cell phones @ \$180.00 monthly x 2	\$4,320.00		\$4,320.00
<b>TOTAL</b>	<b>\$6,820.00</b>	<b>\$0</b>	<b>\$6,820.00</b>

<b>Program Expenses</b> <i>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.</i>			
Line Item Detail	Grant Awarded Round 1	Grant Request Round 2	Total Grant Funds Round 1 plus Round 2
Bait car repair and maintenance @ \$5000 annually	\$10,000.00		\$10,000.00
Verizon Bait car cellular service @ \$90.00 monthly	\$2,160.00		\$2,160.00
Verizon LPR cellular service @ \$30.00 monthly	\$720.00		\$720.00
Public Meeting materials – pamphlets, printing etc.	\$500.00		\$500.00
Quest ECC Bait Car Stream @ \$103.00 monthly	\$2,472.00		\$2,472.00
Bait Car Program garage rental - \$4,000 x 18 months		\$72,000	\$72,000.00
<b>TOTAL</b>	<b>\$15,852.00</b>	<b>\$72,000</b>	<b>\$87,852.00</b>

<b>Equipment over \$5,000 per unit</b> <i>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.</i>			
Line Item Detail	Grant Awarded Round 1	Grant Request Round 2	Total Grant Funds Round 1 plus Round 2
Vehicle to be used as bait car @ \$8,000 x 2	\$16,000.00		\$16,000.00
<b>TOTAL</b>	<b>\$16,000.00</b>	<b>\$0</b>	<b>\$16,000.00</b>

<b>Other Expenses (Itemize)</b> <i>Itemize other program costs that do not fit into budget line items above such as: overhead, building occupancy costs, rent, confidential funds, etc.</i>			
Line Item Detail	Grant Awarded Round 1	Grant Request Round 2	Total Grant Funds Round 1 plus Round 2
Confidential informant fund, buy fund, flash roil	\$2,000.00	\$1000.00	\$3,000.00
<b>TOTAL</b>	<b>\$2,000.00</b>	<b>\$1000.00</b>	<b>\$3000.00</b>

<b>Total Grant Funds PROPOSED for Round 2</b>	<b>\$262,311.40</b>
<b>Total Grant Funds Round 1 plus Round 2</b>	<b>\$374,696.54</b>

STATE OF MINNESOTA  
GRANT CONTRACT

A. [REDACTED]

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

Recitals

1. Under Minn. Stat. § 299A.01 and § 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.
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 Minnesota Statutes §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, 2011, 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, 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 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 the necessary duties and tasks specified in goals identified in the applicable Request for Proposal and included in Grantee's grant application for the Auto Theft Prevention Program, which are incorporated into this grant contract and are on file with the State and located at the Department of Commerce, 85-7<sup>th</sup> Pl. E., St. Paul MN 55101.

- 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](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 an amount not to exceed \$111,218, according to the breakdown of costs contained in Exhibit A, which is attached and incorporated into this grant contract.

i.) \$55,609 is available from July 1, 2011 through June 30, 2012. Funds not expended by the Grantee for this program through June 30, 2012 will be available to the Grantee until June 30, 2013.

ii.) \$55,609 is available from July 1, 2012 through June 30, 2013.

(b) *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 \$0.00; 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.

(c) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$111,218.

#### 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, and according to the following schedule:

- i. Itemized invoices must be submitted at least quarterly, but not more often than monthly, and within 30 days of the period covered by the invoice for services satisfactorily performed.
- ii. The final invoice pertaining to each state fiscal year of this grant contract must be received by July 31 of that calendar year. Reimbursements from the next state fiscal year(s) may commence on or after July 1 of that calendar year. The final invoice must be received no later than 30 days after the Expiration date of this grant contract.
- iii. Expenditures for each state fiscal year of this grant contract must be for services performed within the applicable state fiscal year. Every state fiscal year begins on July 1 and ends on June 30.

(b) *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 Steven R. Buck, Grant Manager, 85-7<sup>th</sup> Place E, St. Paul, MN 55101, 651-282-4311, 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. 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 Thomas Smith, St. Paul Police Department, 367 Grove Street, St. Paul, MN 55101, (651) 266-5588. 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.
- c) 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 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.

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

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

Signed: [Signature]  
Date: 01/23/11

SWIFT Contract/PO No(s) 37318, PO# 784

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: Thomas E. Smith

Title: Chief of Police

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

By: City Attorney

Title: [Signature]

Date: 12-27-11

3. STATE AGENCY

By: [Signature]  
(with delegated authority)  
Title: Deputy Comptroller  
Date: 1/23/12

Distribution:

- Agency
- Grantee

State's Authorized Representative - Photo Copy

02  
12-28-11

436-34160

By: [Signature]  
Title: Director, Financial Services <sup>1/6/12</sup>

Date: 1-9-12

By: [Signature]

Title: Mayor

Date: 1/10/12

By: [Signature]

Title: Director, Human Rights and Equal Economic Opportunity

Date: 1/12/12

436-34160