

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

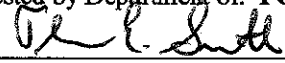
- 1 WHEREAS, Breaking Free, Inc. was awarded a grant from the State of Minnesota, Department of Public Safety, Office of
- 2 Justice, Community Crime Prevention 2012 program; and
- 3
- 4 WHEREAS, Breaking Free, Inc. wishes to sub-grant this award to the City of Saint Paul Police Department to provide
- 5 services or perform activities as related to this grant and in compliance with all special conditions and other requirements as
- 6 outlined in the grant; and
- 7
- 8 WHEREAS, this sub-grant is to be used for the purchase of surveillance equipment and to procure hotel rooms to conduct
- 9 sweeps of 'Janes and Johns'; and
- 10
- 11 WHEREAS, a 2012 financing and spending plan needs to be established for these funds; and
- 12
- 13 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are
- 14 available for appropriation funds of \$10,000 in excess of those estimated in the 2012 budget; and
- 15
- 16 WHEREAS, the Mayor recommends that the following addition be made to the 2012 budget:

2400 (436) Police Special Fund - Accounting Unit 1034275 (34275)			
	Account(Object Code)		
	Spending Changes		
	52400 (0252) Lodging	-	8,375
	55510 (0396) Field Equipment		1,625
		-	10,000
	Financing Changes		
	42230 (3199) DOJ MN Dept of Public Safety	-	10,000
		-	10,000

31 THEREFORE BE IT RESOLVED, that council accepts this sub-grant agreement and authorizes the City of Saint Paul to
 32 enter into, and Chief Tom Smith to implement the attached sub-grantee agreement with Breaking Free, Inc.; and

34 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2012 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: _____

Between the Breaking Free, Inc and the City of Saint Paul

THIS AGREEMENT, made and entered into this 1st day of July 2012, by and between Breaking Free, Inc and the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City". Breaking Free, Inc hereinafter referred to as "Provider."

The Provider and City, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services.

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached grant award and budget and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

SECTION 2: Time for Completion.

A. The services described in Attachment shall be commenced on July 1, 2012 and will be completed in accordance with the schedule mutually agreed upon with the City through June 30, 2014.

B. City shall not proceed with any task outside of the grant award without specific authorization from the Development Director designated by Breaking Free Inc.

C. There will be no extension of this contract beyond the date outlined above.

SECTION 3: Billings, Payment and Reporting.

A. That for the City's faithful performance of this Agreement, the **Provider** hereby agrees to compensate the **City** in the amounts and according to Attachment A.

B. The above amounts shall fully compensate the **City** for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the **Provider**. Total costs of the project shall not exceed \$ 25,625.00

C. **City** shall submit an itemized invoice as well as detailed backup documents any programmatic reports requested by the **Provider** on a quarterly basis by the 5th day after the quarter. **City** shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Development Director, payment shall be made by the **Provider** to the **City** within thirty (30) days.

D. **City** shall submit programmatic reporting as requested by the fiscal agent on a quarterly basis. No payments shall be made to **City** without programmatic reports completed by the due date.

E. In the event the **City** fails to comply with any terms or conditions of the Agreement or grant award or to provide in any manner the work or services as agreed to herein, the **Provider** reserves the right to withhold any payment until the **Provider** is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the **Provider's** right to termination of this Agreement.

SECTION 4: Project Management.

A. the Provider requires the City to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the Provider is grounds for termination of the Agreement by the Provider. City's principal project members are:

Name: Sgt. John Bandemer

SECTION 5: City Responsibilities.

A. City agrees to provide Provider with access to any information from City documents, staff, and other sources needed by Provider to complete the work described herein.

SECTION 6: Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to Provider and pertaining to work performed under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider's services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in Provider.

C. The Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to the City by Provider by the termination date and there shall be no further obligation of the City to Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement.

SECTION 7: Equal Opportunity Employment.

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race color, religion, sex, age or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8: Compliance with Applicable Law.

Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Providers performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 9: Independent Contractor.

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the City is that of Independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Provider an employee of the City, and Provider shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

SECTION 10: Subcontracting.

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the federal grant) without obtaining prior written approval of the City.

SECTION 11: Hold Harmless.

That each party will responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory limits or exception on liability.

SECTION 12: Assignment.

A. The City and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: Termination.

A. This Agreement will continue in full force and effect until completion of the project as described herein unless either party terminates it at an earlier date. Either party to this Agreement may

terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The City reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Provider, specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective. Upon receipt of such notice, the Provider shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

C. In the event of termination, the City will pay Provider for all service actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

SECTION 14: Default by Provider.

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity. The City shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

SECTION 15: Amendment or Changes to Agreement.

A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 16: Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City: Amy Brown, SPPD, 367 Grove St. To Provider: Vernita Carter, 770 University Ave. W.
St. Paul, MN 55101 St. Paul, MN 55104

SECTION 17: Waiver.

A. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provision.

SECTION 18: Survival of Obligations.

A. The respective obligations of the City and Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 19: Interpretation of Agreement, Venue.

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 20: Force Majeure.

A. Neither the City nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 21: Entire Agreement.

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

For the City:

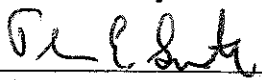
For the Provider:

Approved as to form:

By _____

Assistant City Attorney

Its _____



Chief of Police

By _____

Director, FSO

Its _____

By _____

Approved:

Its _____

By _____

Its _____



Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Community Crime Prevention 2012 Grant Agreement No.: A-CC-2012-BRKGFREE-00211
Grantee: Breaking Free 770 University Avenue West PO Box 4366 St Paul, Minnesota 55104	Grant Agreement Term: Effective Date: 5/1/2012 Expiration Date: 6/30/2014
Grantee's Authorized Representative: Vednita Carter, Executive Director Breaking Free 770 University Avenue West St Paul, Minnesota 55104 (651) 645-6557	Grant Agreement Amount: Original Agreement \$200,000.00 Matching Requirement \$0.00
State's Authorized Representative: Greg Herzog, State Programs Administrator Senior Office of Justice Programs Bremer Tower, Suite 2300 445 Minnesota Street St. Paul, Minnesota 55101 (651) 201-7319	Federal Funding: CFDA None State Funding: Laws of 2011 Special Session. Chapter 1, Article 1 Section 11 Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Community Crime Prevention 2012 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Bremer Tower, 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Community Crime Prevention 2012 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.02, subd. 1.

ORIGINAL SIGNED

Signed: _____

MAY 17 2012

Date: _____

GALE ROHDE

Grant Agreement No. A-CC-2012-BRKGFREE-00211/3-10194/44720

3. STATE AGENCY

By: [Signature]
(with delegated authority)

Title: Asst Director

Date: 5/17/12

2. GRANTEE

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

By: Wendy Carter

Title: Executive Director

Date: 5/10/12

By: [Signature]

Title: Board Chair

Date: 5/10/12

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions

1. Advance Language:

Upon the Grantee's request, an advance payment may be made after the grant agreement is fully executed in an amount not to exceed 30 days of the State's obligation, as determined necessary by the State, for execution of the Grantee's grant agreement obligations.

The Grantee agrees to return any unused funds to the State unless prior approval for an extension has been granted by the State's Authorized Representative and an amendment to the grant agreement has been duly executed. Unused funds must be returned to the State within 30 days of the Expiration date of this grant agreement.

2. Time limitations on funding use:

\$100,000.00 is available from May 1, 2012 through June 30, 2013.

\$100,000.00 is available from July 1, 2012 through June 30, 2014.

1) **Organizational Capacity (10 points): Applicant agency's mission and history.**

Breaking Free, Inc. was established in October 1996, by Founder and Executive Director, Vednita Carter, as a non-profit organization serving women and girls involved in systems of abuse and commercial sexual exploitation. While based in African American culture, Breaking Free is committed to working with diverse populations of sexually exploited women and girls. Its headquarters is located in Saint Paul, MN with two satellite outreach center one in Minneapolis at a partner facility Resource Inc. Over the last 16 years, the other in Rochester MN is fairly new beginning in January 2012. Breaking Free has served more than 5,000 clients and reached over 22,000 individuals via street outreach while systematically growing its programming to embrace a full continuum of care. ***Mission: To educate and provide services to women/girls who have been victims of abuse and commercial sexual exploitation and need assistance escaping violence in their lives. Our Overall Goal: To improve the quality of life of women and girls leaving systems of violence by assisting them to assume responsibility over their own lives.***

Total annual agency budget and how this project fits in the overall organization-For the 2011/12 fiscal year, Breaking Free's operating budget is \$748,815. The requested funds would supplement the current OJP funding and would allow for an expansion on activities that directly relate to crime prevention strategies. Specifically it would supplement the Life/Job Skills Education Program, Public Policy/Legal Advocacy Program, and the Offender's Prostitution Program (John School), all of which are operating now, but have unfunded staff positions and expenses. All of the requested funding would supplement programs that enhance community safety and assist the community in crime prevention efforts.

Agency and key staff expertise-During the last 16 years, Breaking Free has provided the holistic and culturally appropriate supportive services to meet the multiple needs of over 5,000 women and girls involved in sex trafficking/prostitution, while simultaneously collaborating with FBI, Law Enforcement, and other collaborative service providers and key stakeholders in the community to increase public awareness and develop best practices in serving commercially sexually exploited women and girls. Breaking Free and its predominately survivor-led staff are sought-after experts on the issue of sex trafficking and the cyclical effects on the criminal justice system because of it. **Past experience in grant management-**Breaking Free has an extensive record of accomplishment and demonstrated history working with federal, state, county and private funding sources including: Office of Refugee Resettlement Health and Human Services, Office of Minority Health, Office of Violence Against Women, State of MN Office of Justice, MN Department of Health, Ramsey County, City of St. Paul, and many private funders: The Butler Foundation, WCA Foundation, Otto Bremer Foundation, Minneapolis Community Fund, St. Paul Community Fund, Edina Realty Foundation, The Grotto Foundation, Bush Foundation, Wells Fargo Community Giving Fund and many more.

- 2) **Needs Statement (15 points): Describe the problem(s) and issue(s) to be addressed. Human Trafficking in the U.S. and Minnesota:** The National Task Force on Prostitution suggests that over one million U.S. citizens have been prostituted at some point in their lives. Many come from abusive and neglectful families and are easily deceived and coerced by recruiters and traffickers while others are simply abducted and forced into labor or sexual slavery. The average age of entry into sex trafficking in the United States is 12-14 years old. As many

Community Crime Prevention Grant for Breaking Free

as 85% of the clients that Breaking Free serves have been raped and exploited for commercial sex for profit before the age of 18. Once they are in this lifestyle, it is nearly impossible to escape the cycle of abuse, incarceration and drug abuse that is common in "the life". As many as 98% of the women and youth served in Breaking Free's programs have been arrested for various crimes including prostitution, theft, fraud, DUI, prescription and illegal drugs possession, robbery, assault and other various offenses. Due to the criminal nature of sex trafficking, organized crime rings, pimps and traffickers are often involved in other criminal activity and many of the victims under their control are coerced or forced to commit crimes. Often termed "chronic offenders", despite multiple arrests and wasted taxpayer dollars, they cannot break their cyclical involvement in the criminal justice system because the core issues of abuse, poverty drug addiction have not been addressed.

The work that Breaking Free does and the proposed funding request addresses all four of the funding priorities set forth by Department of Public Safety for this grant.

****Geographical areas that have the highest crime rate- Sex Trafficking in MN:*** The Twin Cities of Minneapolis and St. Paul are **one of the thirteen metropolitan communities in the nation targeted as high intensity trafficking areas** by the 2003 Innocence Lost Initiative to increase law enforcement investigation of child prostitution. A more recent study by the Schapiro Group. In addition, the Minnesota Prostitution Task Force estimates that there are between 6,000-8,000 women and children alone involved in prostitution in the Twin Cities metropolitan area. ****Serving economically disadvantaged youth-***On a typical night in Minnesota, there are an estimated 600 youth under age 18, and even more young adults who are homeless and on their own (Wilder, 1991). They are among the least visible and most vulnerable homeless people. Experts report that unaccompanied youth will be approached by a pimp or trafficker within 48 hours of running away or being on the street. ****Substantial involvement, implementation, and evaluation by the community served-*** Breaking Free is a survivor led organization that empowers, mentors, educates, and involves its clients in every aspect of the organization by providing leadership, employment, public policy/speaking opportunities, planning and advisory board participation, program development and evaluation participation. ****Underserved Populations-***Breaking Free is the only culturally specific program in the state that provides comprehensive supportive housing and services designed specifically for sexually exploited women and girls.

Analysis of current response to the problem and identify existing gaps-a Coordinated Response- Minnesota also has a solid foundation across multi-disciplinary teams that work cooperatively and collectively on the MN Statewide Human Trafficking Task Force coordinated by the MN Department of Health and the Jerry Vick Task Force coordinated by St. Paul Police. While Minnesota has two active multi-disciplinary anti-human trafficking task forces, there is still a need for a more sophisticated coordinated response to address the issue of sex trafficking, decrease the demand for illegal commercial sex, and hold the perpetrators/john's, traffickers and pimps accountable for their actions.

Identifying existing gaps: Prevention/Intervention/Recidivism- There is a major barrier in MN to provide adequate services to exploited women and girls and education to perpetrators, which leads to high rates of recidivism and increased crime related to trafficking and

prostitution. Recidivism is prevented by providing safe housing, job/life skills education and legal advocacy so that women and youth involved in prostitution have other alternatives and decrease their involvement with the criminal justice system. Currently, there is very little being done to specifically address the needs of sexually exploited women and youth to intervene while they are still incarcerated to help them develop the resources and a plan necessary to live a law-abiding life upon their release.

Education/Training-Training for law enforcement and social service providers across Minnesota was cited as a priority recommendation by the Advocates for Human Rights in the *Sex Trafficking Needs Assessment for the State of Minnesota (2008)*. There is an overwhelming lack of training and awareness on the issues of sex trafficking/prostitution amongst professionals on this issue which increases recidivism amongst exploited women and youth and perpetrators who drive the demand for commercial sex (pimps, traffickers and the men who purchase sex).

Decreasing the Demand/Law Enforcement- Minnesota is fortunate to have a dedicated Human Trafficking Vice Unit in the St. Paul Police Department. This vice unit led by Sergeant John Bandemer is the only dedicated anti-human trafficking unit in the state. However, their unit has endured budget cuts and they are currently underfunded to be able to continue to effectively operate at their full capacity.

Planning process for this initiative including how the community was involved-Breaking Free works closely with Law Enforcement, Ramsey County Courts, Corrections, and Probation, as well as, co-chairs the MN Statewide Anti-Human Trafficking Task Force and currently serves on the Jerry Vick Task Force and OJP Safe Harbor work groups. This project was discussed and planned through the cooperation and feedback of our colleagues and partners on our various teams and was detailed through staff discussion and collaboration.

- 3) **Project Description (25 points):** This project will focus on providing solutions for the three identified areas of service gaps in reducing crime and recidivism surrounding human trafficking in MN. The requested funds would be applied to currently unfunded staff positions and expenses related to the Life/Job Skills Education Program, The Public/Policy Advocacy Program, and the Offender's Prostitution Program or John's School. \$13,635 of the requested funding will go directly towards collaborating with police to do undercover surveillance and stings to increase arrests of perpetrators.

Goal 1. Reducing recidivism in women and girls who have been commercially sexually exploited.

Objectives

- A. Provide outreach, educational groups, intake assessments and case management to exploited women and girls in corrections facilities focusing on Ramsey/Hennepin/Olmsted County Corrections, Shakopee prison, Plymouth workhouse, and juvenile detention centers.
- B. Provide life/job skills education and opportunities through weekly classes designed specifically for exploited women and girls focusing on higher education, soft skills development, work experience development, and provide employment readiness and opportunities for ex-offenders.

Goal 2. Improve the justice system response to commercially exploited women and girls
Objectives

- A. Provide pro-bono legal services, education and advocacy to women and girls arrested and convicted of solicitation to decrease their involvement with corrections.
- B. Provide trainings and outreach throughout the legal, judicial and correctional systems to increase victim identification and referral into diversion options for exploited women and girls.

Goal 3. Reduce prostitution demand and recidivism in “johns”
Objectives

- A. Educate and assist Law Enforcement and the judicial system to increase arrests, convictions and mandatory referrals to the John’s School to men arrested for solicitation.
- B. Facilitate the John’s School to educate men about the realities of prostitution and its effect on their lives the community and the people of whom they purchase.

The proposed activities will impact the identified needs by providing diversion opportunities, education and services to offenders to reduce recidivism.

Cite research on best or promising practices that supports your plan-Official best practices models specifically related to providing services to U.S. citizens involved in sex are still being developed and researched by experts (Breaking Free being one of them who has pioneered this work). However, some very promising best practice principles have been established as identified in the Crime and Justice Research Centre research *Exiting Prostitution: Models for Best Practice Study* (2007). The summary of best practices identified are: holistic and dedicated services, building a trusting relationship, adequate resources and dedicated advocate workers, as well as, education and life/job skills development, legal advocacy, outreach and fast-tracking to employment, housing, drug treatment and basic needs/direct services (p.9). Extensive research has been conducted to determine the efficacy of the “John School” originated by SAGE in San Francisco, which has been identified to be one of the best practices in decreasing the demand for commercial sex and reducing crime and recidivism amongst men who solicit commercial sex. As documented in the report to the National Institute of Justice (2008), this program and its replicable model have proven to be an effective tool and solution to decreasing the demand for commercial sex in the counties in which it is operated, noting a significant decrease in attitudes and behaviors of men after completing the class which has resulted in reduced recidivism amongst men who solicit prostituted women and girls for sex (p.8).

Describe how you are implementing these practices as intended-Breaking Free is recognized as a model program throughout the country and has recently been invited to contribute its knowledge and expertise to a national effort in the development of a best practices model for this unique population. In our own work, we have identified and implemented the best practices principles mentioned above, as well as, the importance of survivor-led and administered direct services and outreach, gender, age and culturally specific service provision. Breaking Free’s Offenders’ Prostitution Program (John School) was started in 1998, after receiving an invitation from the Federal Government to be one of the first replicated sites based off the SAGE/San Francisco model. Since then, we have partnered closely with the Criminal Justice System in MN and have provided education and intervention strategies to over 1000 men arrested by police in

Community Crime Prevention Grant for Breaking Free

an effort to reduce the demand, crime and recidivism amongst men who solicit sex. Breaking Free also adheres to and has strengthened its programming to incorporate the best practice service models established by the Office of Justice Program.

Explain what training staff has received in evidence-based practices- Our Executive Director and core program staff have all been trained in evidenced based best practices as previously noted, have been invited to participate in establishing best practices at the national level with leading colleagues and government officials. Breaking Free has participated in trainings with, Shared Hope, Office of Justice Programs, Office of Violence Against Women, MN Women's Foundation, A Future Not a Past and Polaris Project.

What is the expected impact of the project on your community or target population? The expected impact of this project is reduced crime which creates a safer and healthier community for individuals, families and businesses by reducing recidivism in crimes pertaining to and relating to commercial sexual exploitation/prostitution and exploitation.

Key partner agencies and their contributions-Some of the organizations collaborated with are: **RESOURCE, Inc. Recovery Resource Center.** Breaking Free maintains a contract with Resource Incorporated, Chemical Dependency Treatment Center, located in Minneapolis MN. Women in need of chemical dependency treatment and/or continuing care are referred from Breaking Free to receive short term/long term treatment and continuing care depending on their need. **Paul Police Department, Ramsey County Attorney's Office, City Attorney's Office-** Breaking Free works with the Saint Paul Police Department, the Ramsey County Attorney's Office, the City of Saint Paul Attorney's Office and the court system to advocate for prostituted women and children's rights within the system.

Description of the target audience, referral process, program requirements, completion and termination considerations-The **primary target population** is females in the age range of 14 to 59 years, with an average age of 34, who have been exploited sexually for commercial purposes. They are predominantly African American and women of color (60%); and of low socioeconomic status. Roughly, 80% are repeat offenders many of whom were arrested due to crimes committed as a result of their repeated abuse and in some cases, forced servitude to their captors (pimps and traffickers) or abusive partners. Every women/girl who participates in any of Breaking Free programs must first complete an intake assessment. Clients referred through the courts or law enforcement must complete a 14-week program entitled **Sisters of Survival Group**. The other group is Life skills and Job Skills to enable empowerment through education and job preparedness as well rudimentary skills. Clients have access to all of our other supportive services and programs as well.

John's School - Intake & Referral Process

Men arrested on their first charge of soliciting sex can be given the option of pleading guilty and be offered an incentive to have the charge dropped or lessened if they pay a fine, attend the Offenders' Prostitution Program (John School) at Breaking Free, and refrain from soliciting sex for at least one year without another arrest. Upon their court appearance and sentencing, they are ordered to pay a fine and attend the Breaking Free John School where they also pay a fee to attend the 8 hour class. Men must then contact Breaking Free to register for the class which takes

Community Crime Prevention Grant for Breaking Free

place at the St. Paul Police Department one Saturday per month. Pre and post tests are administered to participants to gauge the level of change in attitudes and beliefs in regards to repeated or future acts of soliciting sex. Since this program began in 1998, over 1000 men what participated in the class and fewer than five re-arrests have been made in Ramsey County.

4) **Evaluation (15 points):**

The evaluation of the CCCP project will be conducted by Dr. Alexandra (Sandi) Pierce, who has over 15 years' experience in evaluating programs serving high-risk and prostituted/trafficked women and girls. Dr. Pierce will design all data collection instruments for the project, train staff in form completion, provide ongoing feedback as to the quality and content of data collected, and provide technical assistance to all relevant Breaking Free personnel throughout the grant period.

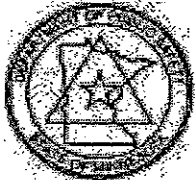
We anticipate that commercially sexually exploited women and girls participating in this project will experience increased life skills, self-esteem and confidence, and that they will report a strong commitment to continued personal development that will keep them out of "the life." We expect to see very low rates of re-arrest among those that graduate from Breaking Free's programming. We will track individual participants' attendance and progress, and will administer participant feedback surveys at program exit, in which they will evaluate the degree to which they have changed in knowledge, life skills, and perspectives on their experiences in "the life." We will also work with local police to document re-arrests for prostitution crimes.

Regarding improving the justice system response to commercially sexually exploited women and girls, we expect that justice system professionals will find Breaking Free's training and education to be useful, and that most will commit to utilizing diversion options at Breaking Free to help reduce recidivism in this population. We will document all events, describing the categories of professionals that participated, and we will administer participant evaluation surveys at the end of each training and education event. We also expect that Ramsey and Olmsted County Community Courts will adopt formal referral processes to increase the number johns referred to Breaking Free's john school. We will document the sources of all referrals and compare the number that result from this project to the number we received in previous years.

Regarding our efforts to reduce prostitution demand and recidivism in johns, we expect that our support of St. Paul Police and tracking of individual johns' repeat arrests will increase prostitution investigations and arrests, and as a result of john school referrals and increased surveillance, we will see higher rates of successful prosecution and lower rates of john recidivism. We will work with police to identify johns arrested each month, and will maintain records as to those that are re-arrested. We will also track any re-arrests of men that completed john school to assess the impact of this diversion option.

We have included a logic model, full descriptions of output, short-term outcome, and long-term outcome measures for the project, which are all provided in the work plan document.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Office of Justice Programs

445 Minnesota Street • Suite 2300 • Saint Paul, Minnesota 55101-1515
Phone: 651.201.7300 • 888.622.8799 • Fax: 651.296.5787 • TTY: 651.205.4827
www.dps.state.mn.us

April 16, 2012

Vednita Carter
770 W University Avenue
St Paul, Minnesota 55104

Dear Vednita Carter:

I am pleased to inform you that the Breaking Free proposal submitted for a Community Crime Prevention Grant for the Breaking Free project has been selected for funding. The tentative award amount is \$200,000, contingent upon final negotiation of a work plan, budget, and possibly an administrative capacity review.

The Community Crime Prevention Grant application process was highly competitive with 99 proposals submitted requesting more than \$16 million. OJP is awarding about \$2 million for 15 youth and community focused Community Crime Prevention grants.

Due to the need to get these grant funds encumbered in the state accounting system before this fiscal year ends we are fast-tracking the processing of these grants. Grant documents are being processed now and you will be receiving them via email in the next couple of weeks. It is important that you sign these and return them as soon as possible. We need to have all grants fully executed by June 30, 2012.

Even though we are processing the grants with the budgets and work plans submitted in the proposal, some revisions may be necessary based on reviewer feedback and staff assessments. A grant manager will be contacting you to finalize work plans and budgets for your new grant. Once grants are fully executed, some budget and work plan revisions may be necessary.

For those agencies that have not received funding through our office previously we will be conducting an administrative capacity assessment as well.

Congratulations on being selected for funding!

Sincerely,

Tricia Hummel

Director, Community and Justice Grants Division, Office of Justice Programs

Alcohol
and Gambling
Enforcement

ADVERSE
Program

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State Fire
Marshal and
Pipeline Safety

EQUAL OPPORTUNITY EMPLOYER

Attachment B

Grant award letter, grant award narrative and budget breakdown:

BUDGET

Equipment:

Surveillance equipment for the City of St. Paul Police Department too conduct sweeps of "Jane's and John's.

- DVR=USB42A. This is a portable wireless digital video recorder that records the operations @ \$149.00
- Covert Clock Radio Camera JCT-820. This is a covert camera that works with the DVR. The camera allows the operation to be audio and video recorded @\$668.00
- Additional covert camera – portable boom box CD player @ \$808.00

Total = \$1,625.00

Other:

Hotel Rooms to conduct sweeps of "Jane's and John's" @ \$125.00 per hotel room x 4 hotel rooms x 1 per month x 24 months = \$24,000.00

Total = \$24,000.00

GRAND TOTAL FOR PROJECT = \$25,625.00