

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 17, 2021
Item No.: 9.e

Department Approval



City Manager Approval



Item Description: Authorize Acceptance of two State of Minnesota Department of Commerce Auto Theft Prevention Grant Awards

BACKGROUND

Law enforcement agencies across the Twin Cities Metro have reported dramatic increases in the number of motor vehicle thefts; the City of Roseville experienced a 43% increase from 2019 to 2020. However, many law enforcement agencies, including the Roseville Police Department, do not have the resources to help address the recent surge of auto-theft related crimes.

According to UCR statistics, 289 auto thefts were reported from the beginning of 2019 through the end of 2020. Referring to the FBI's average valuation of \$8,886 per stolen vehicle in 2019, Roseville residents and visitors incurred an estimated \$2,568,054 in losses associated with auto theft in 2019 and 2020. In addition, the perception of safety decreases in the community and can discourage residents and visitors from patronizing the commercial district generating further economic damage. While the negative economic impact of auto theft is significant, of even more importance is the perceived risk and associated trauma of victimization in the Roseville community.

Over the years, the Department has applied a multi-prong approach to addressing automobile theft, obtaining funding through numerous Minnesota Department of Commerce auto theft prevention grants. Past funding successes have included implementing an Automated License Plate Recognition (ALPR) system; fully outfitting a Bait Car currently in use, officer-lead auto theft IMPACT details, purchasing evidence equipment to process fingerprints and expanding the job duties and associated salary of RPD's Investigative Aide to enhance auto theft crime analysis.

The Department plans to build upon past auto theft prevention grant successes while focusing on new prevention initiatives. On May 5, 2021, the Roseville Police Department was awarded funding through two State of Minnesota Department of Commerce auto theft prevention grants. The Auto Theft Prevention Grant- Dedicated Auto Theft Investigator grant allows RPD to assign a full-time officer to the Community Action Team (CAT) to investigate motor vehicle theft crimes. The Auto Theft Prevention Grant- General provides specialized equipment to aid in the investigation of auto theft and auto related crimes.

Grant funding is for a period of one year (FY 2022: July 1, 2021 – June 30, 2022). There is an opportunity to extend the dedicated investigator grant an additional year (FY 2023: July 1, 2022 – June 30, 2023) should the agency see positive results.

The MN Department of Commerce awards RPD the following:

FY 2022 (Attachment A Exhibit A)

- \$100,000 for a full-time auto theft investigator

- 37 • \$125 for the International Association of Auto Theft Investigators Membership and Certification
38 Course

39

40 FY 2023 (Pending Approval April 2022) (Attachment A Exhibit A)

- 41 • \$100,000 for a full-time auto theft investigator
42 • \$55 for the International Association of Auto Theft investigators Membership
43 • \$3,475 Registration and travel expenses for IAATI Conference in Chicago July 31 – Aug 5, 2022
44 • \$250 Registration for IAATI North Central Conference in Bloomington, MN May 2023

45

46 FY 2022 (Attachment B Exhibit A)

- 47 • \$64,636.20 for specialized equipment to aid in the investigation of auto theft and auto related
48 crimes

49

50 The State of Minnesota Grant Contracts (Attachment A and Attachment B) have been reviewed and
51 approved by the City Attorney.

52 **POLICY OBJECTIVE**

53 Authorize the Roseville Police Department to accept grant funding awarded for two Minnesota
54 Department of Commerce Auto Theft Prevention Grants. Up to \$100,000 in funds will support salary costs
55 of one dedicated Auto Theft officer; grant funds will support training as well. Additionally, \$64,636.20 in
56 grant funding will procure specialized equipment to aid in the investigation of auto theft and auto related
57 crimes. Both grant opportunities enhance the Department's on-going effort to reduce motor vehicle thefts,
58 impacting the economic strain and trauma associated with victimization, through specialized equipment,
59 enhanced investigations, education and awareness and a partnership with RPD's newly implemented
60 Community Action Team (CAT), as well as potential collaborations with outside agencies.

61

62 **FINANCIAL IMPACTS**

63 There is a potential financial impact to consider when accepting funding through the Minnesota
64 Department of Commerce's Auto Theft Prevention- Dedicated Auto Theft Investigator grant. The grant
65 amount not to exceed \$100,000 will cover the salary and benefits to backfill the selection of one officer to
66 investigate auto theft crimes. The Auto Theft Officer will be selected from within the current officers and
67 the \$100,000 will supply the salary and benefits to hire a new police officer to backfill this position in the
68 Patrol Unit.

69 In 2021, the Police Department's current operating budget and other funding sources will absorb the
70 associated personnel, equipment and training costs necessary for the position. Additionally, if RPD's
71 performance is showing positive results, grant funding will be extended through June 30, 2023. There is no
72 obligation to the City to fund a full time position at the end of the grant. RPD will look at additional grant
73 opportunities or extending the funding through the levy, if necessary, based on the impact the position has
74 on reducing crime.

75 Considerations will need to be made to plan for equipment replacement in the City's Capital Improvement
76 Plan (CIP).

77 **STAFF RECOMMENDATION**

78 Staff recommends authorizing the Roseville Police Department accept funding awards for two Minnesota
79 Department of Commerce auto theft prevention grants, the Auto Theft Prevention- Dedicated Auto Theft
80 Investigator Grant and the Auto Theft Prevention- General Grant allowing commencement of agreed upon
81 grant related activities by July 1, 2021 and further authorizing the filling of an additional position in the
82 Patrol Unit.

83 **REQUESTED COUNCIL ACTION**

84 By motion, authorize the City Manager to sign, via DocuSign, two State of Minnesota Department of

85 Commerce Auto Theft Prevention Grant Contracts; the State of Minnesota FY 22-23 Grant Contract-
86 Dedicated Auto Theft Investigator (Attachment A) and the State of Minnesota FY 22-23 Grant Contract-
87 General Auto Theft Prevention (Attachment B) and authorize the filling of an additional position in the
88 Patrol Unit.

89 Prepared by: Erika Scheider, Chief of Police
90 Attachment: A. State of Minnesota FY 22-23 Grant Contract- Dedicated Auto Theft Investigator
91 B. State of Minnesota FY 22-23 Grant Contract- General Auto Theft Prevention



Grant Contract

State of Minnesota

SWIFT Contract No. _____

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Roseville Police Department 2660 Civic Center Drive, Roseville MN 55113 ("Grantee").

Recitals

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

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** July 1, 2021, 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, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 years in increments as determined by the State, through a duly executed amendment.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

2.1 **Activities.**

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

2.2 **Reporting Requirements.**

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

(1) **Financial Reporting.**

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

(2) **Progress Reporting.**

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

end of the reporting period.

- (3) **Other Requirements.**
Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.
- (4) **Evaluation.**
The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.
- (5) **Requirement Changes.**
The State may modify or change all reporting forms at its discretion during the grant period.
- (6) **Special Requirements.**
The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Equipment

- (1) **Definitions.**
Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars.
Capital equipment is defined as a single item purchased with a value of \$5,000 or more.
- (2) **Purpose.**
All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.
- (3) **Inventory.**
The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.
- (4) **Inspection.**
The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.
- (5) **Replacement.**
The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.
- (6) **Discontinuation of Use During Grant Term.**
If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.
- (7) **Discontinuation of Use of Capital Equipment.**
Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

2.3 Personnel

If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or

overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

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

(a) Compensation.

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

(1) \$100,125.00 is available for fiscal year 2022

(2) \$103,780.00 is available for fiscal year 2023

Grant funds available for fiscal year 2022 are permitted to be carried forward into fiscal year 2023 only upon written request and with written approval in advance by the State's Authorized Representative.

(b) Line-item Changes.

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

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

(c) Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ 203,905.00.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the costs actually performed and the State's Authorized Representative accepts the invoiced services.

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

(b) Unexpended Funds.

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

4.3 Contracting and Bidding Requirements.

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

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

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Joseph Boche, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1605, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sarah Mahmud 2660 Civic Center Drive, Roseville MN 55113. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment.

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

7.2 Amendments.

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver.

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

7.4 Grant Contract Complete.

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

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

9 State Audits

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

10 Government Data Practices and Intellectual Property

10.1. *Government Data Practices.*

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. *Intellectual Property Rights.*

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

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

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 *Publicity.*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement.

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State.

The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

14.2 Termination for Cause.

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

14.3 Termination for Insufficient Funding.

The State may immediately terminate this grant contract if:

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

Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Other Provisions

16 Activities Requiring Prior Written Approval

The following require prior written approval:

- (1) Material program modifications:
 - a. Expanding your geographic area.

revision)

- b. Changing organizations involved in activities (expansion, contraction or
- c. Revising activities and timelines.
- d. Amending the number of activities or number of individuals you proposed to serve.
- e. Revising your target population.

- (2) Purchase of capital equipment.
- (3) Purchase of equipment not specified within the grant agreement.
- (4) Reallocation of funds from one line item to another.
- (5) Contracts of \$5,000 or more.
- (6) Out of state travel when grant funds are used.
- (7) Disposal of equipment purchased with grant funds during the term of the grant.
- (8) Disposal of capital equipment at any time during the during the term of the grant, and for 5 years from the date of purchase of the equipment or when the equipment has a value less than \$5,000, whichever comes first.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s)._____

3. STATE AGENCY

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: _____

Phone: _____

Email: _____

Award	FY 2022	FY 2023*	Total
Full Time Investigator	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00
IAATI 1 Year Registration		\$ 55.00	\$ 55.00
IAATI Certified Investigator Training & Registration	\$ 125.00		\$ 125.00
IAATI 2022 Conference Registration - Chicago, IL		\$ 475.00	\$ 475.00
IAATI 2022 Conference Travel (air, hotel, per diem, incidental) - Chicago, IL		\$ 3,000.00	\$ 3,000.00
IAATI 2023 Conference Registration - Bloomington, MN		\$ 250.00	\$ 250.00
TOTALS	\$ 100,125.00	\$ 103,780.00	\$ 203,905.00

- Salary and benefits will be paid 25% per quarter.
- *Pending approval of satisfactory performance as determined by State's Authorized Representative by April, 2022.



Grant Contract

State of Minnesota

SWIFT Contract No. _____

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Grant Contract

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1.2 **Expiration date:** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 years in increments as determined by the State, through a duly executed amendment.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee’s Duties

2.1 **Activities.**

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

2.2 **Reporting Requirements.**

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

(1) **Financial Reporting.**

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

(2) **Progress Reporting.**

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

end of the reporting period.

(3) **Other Requirements.**

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

(4) **Evaluation.**

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

(5) **Requirement Changes.**

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

(6) **Special Requirements.**

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

2.3 Equipment

(1) **Definitions.**

Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars.

Capital equipment is defined as a single item purchased with a value of \$5,000 or more.

(2) **Purpose.**

All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.

(3) **Inventory.**

The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.

(4) **Inspection.**

The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.

(5) **Replacement.**

The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.

(6) **Discontinuation of Use During Grant Term.**

If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

(7) **Discontinuation of Use of Capital Equipment.**

Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

2.3 Personnel

If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or

overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

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

(a) Compensation.

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

- (1) \$ 64,636.20 is available for fiscal year 2022
- (2) \$ 0.00 is available for fiscal year 2023

Grant funds available for fiscal year 2022 are permitted to be carried forward into fiscal year 2023 only upon written request and with written approval in advance by the State's Authorized Representative.

(b) Line-item Changes.

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

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

(c) Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ 64,636.20.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the costs actually performed and the State's Authorized Representative accepts the invoiced services.

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

(b) Unexpended Funds.

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

4.3 Contracting and Bidding Requirements.

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

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

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Joseph Boche, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1605, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sarah Mahmud 2660 Civic Center Drive, Roseville MN 55113. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment.

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

7.2 Amendments.

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver.

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

7.4 Grant Contract Complete.

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

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

9 State Audits

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

10 Government Data Practices and Intellectual Property

10.1. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. Intellectual Property Rights.

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

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

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 Publicity.

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.**

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination**

14.1 **Termination by the State.**

The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.**

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

14.3 **Termination for Insufficient Funding.**

The State may immediately terminate this grant contract if:

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

Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Other Provisions**

16 Activities Requiring Prior Written Approval

The following require prior written approval:

- (1) Material program modifications:
 - a. Expanding your geographic area.

revision) b. Changing organizations involved in activities (expansion, contraction or

- c. Revising activities and timelines.
- d. Amending the number of activities or number of individuals you proposed to serve.
- e. Revising your target population.

- (2) Purchase of capital equipment.
- (3) Purchase of equipment not specified within the grant agreement.
- (4) Reallocation of funds from one line item to another.
- (5) Contracts of \$5,000 or more.
- (6) Out of state travel when grant funds are used.
- (7) Disposal of equipment purchased with grant funds during the term of the grant.
- (8) Disposal of capital equipment at any time during the during the term of the grant, and for 5 years from the date of purchase of the equipment or when the equipment has a value less than \$5,000, whichever comes first.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s)._____

3. STATE AGENCY

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: _____

Phone: _____

Email: _____

Award	FY 2022	FY 2023	Total
Program Expenses			
FLIR x2	\$ 3,622.00		\$ 3,622.00
Stop Sticks	\$ 16,199.00		\$ 16,199.00
GPS Trackers x5	\$ 2,772.00		\$ 2,772.00
Equipment Over \$5,000 Per Unit			
StarChase x4	\$ 34,323.20		\$ 34,323.20
Pole Cam	\$ 7,720.00		\$ 7,720.00
TOTALS	\$ 64,636.20		\$ 64,636.20