



Rampart Audit LLC

DATE 03/17/26

Dear Captain Ott,

Thank you for contacting Rampart Audit LLC regarding our (Automated) License Plate Reader (ALPR/LPR) auditing service. This letter serves to provide written documentation of our proposal.

We will audit the ALPR program of [Grand Rapids Police Department] for the one-year period from **08/14/2025 - 8/13/2026**. The purpose of this audit is to meet the requirements outlined in Minnesota Statute §13.824, as well as Minnesota Statute §626.8472, including but not limited to the following:

1. Whether ALPR data are properly classified under §13.824;
2. How ALPR data are collected, stored, and used Subd. 2
3. Whether ALPR data are destroyed in compliance with Subd. 3;
4. Whether the public log of use is maintained as described in Subd. 5;
5. Whether records are maintained as described in Subd. 6;
6. Whether access to ALPR data is limited and logged in accordance with Subd. 7;
7. Whether shared access, if any, is handled in accordance with Subd. 7;
8. Compliance with §626.8472, which governs written policies and procedures for ALPR systems, including documentation, oversight, training requirements and consequences as outlined in §13.09

We request a copy of their the agency's ALPR policy in electronic format.

Rampart's ability to perform the audit is contingent upon the agency being able to supply the requested reports (most can be produced on site). Those reports include:

- A list of any requests received from the public or other LE agencies for ALPR data during the audit period.
- A list ("audit trail") of any exported ALPR data during the audit period.
- The agency's public log of use, including information about how long they maintain the log.
- Either a list of all disclosable (there are exceptions for things like active investigations) stationary ALPR locations during the audit period, or a written statement from the CLEO or designee that the agency doesn't use stationary ALPRs.

- A list of the authorized users of ALPR data, along with their job title.
- An explanation of the process the agency follows to give an employee access to ALPR data.
- An audit report covering the entire two-year audit period that shows every instance when ALPR data was searched or otherwise accessed – not including the initial processing at the time of capture.
- A report showing all of the retained, non-exported ALPR data as of the date of the audit, so we can verify that data is being deleted as required.
- A report of any license plates searched (not just read by an ALPR but actually searched by a user) multiple times.
- During the audit, we'll review a random sample of LPR "reads" to verify that the system is only collecting the data it's supposed to.
- During the audit, we'll review a random sample of LPR "hits" to review the processing and any action taken.
- During the audit, we'll review a random sample of exported LPR data to review the circumstances of the export and the reason(s) for the extended retention.

The objective of our engagement is the completion of the audit and, upon its completion and subject to its findings, the rendering of our report. As you know, the implementation and operation of the ALPR system, including compliance with relevant Minnesota statutes, is the responsibility of your agency. Accordingly, our procedures will include obtaining written confirmation from the [Grand Rapids Police Department] concerning key representations upon which we will rely.

We will plan and perform our audit to obtain reasonable, but not absolute, assurance that [Grand Rapids Police Department]'s ALPR policy and practices are substantially compliant with §13.824, §626.8472 and §13.09. Accordingly, there is a risk that errors, irregularities, or legal noncompliance, if present, might not be detected. If such matters come to our attention during the audit, we will inform you. Should you wish to expand the scope of our procedures, we would be happy to discuss a separate engagement for that purpose.

Please Note: Minnesota Rules require a department to submit the report to the all the mandated legislature personnel within 30 (thirty) days of the audit's completion. For statutory and timeline purposes, the audit is not complete until we have finished our final written report after the in-person portion of the audit. You will receive a copy of our final report when all audit findings and any reconciliations are complete. Payment must be remitted prior to delivery of the final report. You will receive an invoice upon the completion of the in-person portion of the audit. Please note that completion of the formal report may exceed four (4) weeks.

Our billings for the services described in this letter total **\$6,000** as itemized in the attached quote. Any out-of-pocket expenses will be discussed in advance (although they are rare and not anticipated). This engagement includes only those services specifically described herein. Payment is DUE IN FULL within 15 days of the in-person audit. Any requested appearances before boards, agencies, or judicial proceedings arising from this engagement will be billed separately.

We appreciate the opportunity to serve your department. If you agree with the terms of this

letter, please return a signed copy for our files, after which we will coordinate to schedule a mutually agreeable audit date.

BODY WORN CAMERA AUDIT

We will audit the body worn camera program of **Grand Rapids Police Department** for the two-year period of 04/01/2024 ended 03/31/2026 or the date the program started plus two years. The purpose of this audit will be to meet the requirements enumerated in Minnesota Statute §13.825 Subd. 9(a), as well as 626.8473 which include the following:

- 1) Whether data are properly classified according to §13.825;
- 2) How the data are used;
- 3) Whether data are destroyed as required by §13.825;
- 4) To verify compliance with §13.825 Subd. 7, which governs access to data;
- 5) And to verify compliance with §13.825 Subd. 8, which governs sharing among agencies.
- 6) 626.8473 sub 3(b)(1-12) Policies and Procedures

The objective of our engagement is the completion of the foregoing audit and, upon its completion and subject to its findings, the rendering of our report. As you know, the implementation and operation of its body worn camera system, to include compliance with relevant Minnesota statute, is the responsibility of your agency. Accordingly, our procedures will include obtaining written confirmation from the **Grand Rapids Police Department** concerning important representations on which we will rely.

We will plan and perform our audit to obtain reasonable, but not absolute, assurance about whether **Grand Rapids Police Department's** body worn camera policy is substantially compliant with the requirements of §13.825 and 626.8473. Accordingly, there is a risk that errors and irregularities (or illegal acts), if they exist, might not be detected. If we become aware of any such matters during the course of our audit, we will bring them to your attention. Should you then wish us to expand our normal auditing procedures, we would be pleased to work with you to develop a separate engagement for that purpose.

Attention: MN Rules require us (Rampart Audit) to submit our report to the office/department contracted within 60 (Sixty) days of the completion of our audit/report. **Grand Rapids Police Department** will receive a copy of our report to submit to your governing body within the 60 day period. However, payment must be remitted prior to the submission of the report and you will be so invoiced upon completion of the in-person portion of the audit. It should be noted that formal report does take 4-8 weeks at times to complete.

Our billings for the services set forth in this letter at the amount of **\$6,000.00** as line-itemed in **the attached quote (and as noted above, \$6,000.00 total for both ALPR and BWC audits)**. Any additional out-of-pocket expenses will be discussed with you prior to incurring them (though additional expenses are rare and we do not expect to incur any). This engagement includes only those services specifically described in this letter. The bill is **DUE IN FULL, 15 DAYS FROM completion of the in-person audit**. Appearances before

your [City Council] or other governmental agencies, as well as participation in judicial proceedings, arising out of this engagement (if required by you or your board) will be billed separately.

We look forward to providing the services described in this letter. If you are in agreement with the terms of this letter, please return a signed copy for our files and we will begin comparing dates that would be mutually acceptable for the audit. We appreciate the opportunity to work with you.

Sincerely,
Rampart Audit LLC
Daniel E. Gazelka
Owner/Auditor

The foregoing letter fully describes our understanding and is accepted by us.

[Grand Rapids Police Department], State of Minnesota

Date [CLEO (or authorized representative) Name, Title]

Signature