

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective as of October 1, 2023 as provided hereunder, is entered into by and between the CITY OF FRESNO, a California municipal corporation (Agency), and California State University, Fresno, Foundation, a California nonprofit organization (CSUFF).

### RECITALS

WHEREAS, Agency has submitted an application to the State of California Board of State and Community Corrections (BSCC) for \$23,663,194 in grant funds through the Organized Retail Theft Prevention grant program (Program), incorporated by reference herein, funded by the State of California, The State Budget Act of 2022 (Senate Bill 154 (SB 154) Chapter 43, Statutes of 2022; and

WHEREAS, the Program is intended to fund projects that support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft; and

WHEREAS, upon award of grant funds and entry by Agency into a grant agreement with BSCC (Grant) consistent with the Program, Agency intends through its Police Department (FPD) to work in partnership with CSUFF for the purpose of a Local Evaluation Plan; and

WHEREAS, Agency and CSUFF believe that implementation of the Program as described herein will further the above goals and to this end agree to coordinate and provide the services referenced herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained, and such other and further consideration as is hereby acknowledged, and subject to the terms and conditions and provisions of the Program and this MOU, the parties mutually agree as follows:

#### 1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

Agency:  
Fresno Police Department  
Patrol Division  
Michael Landon, Deputy Chief  
2323 Mariposa Mall  
Fresno, CA 93721

AGENCY:  
California State University Fresno, Foundation  
Linda Christian  
4910 N. Chestnut Ave.  
Fresno, CA 93726-1852

## 2. ROLES AND RESPONSIBILITIES

A. FPD, acting as Agency's representative, subject to all applicable constitutional and local law requirements, shall:

1. Act as the lead agency to administer the funds from the Grant Agreement with regard to the Organized Retail Theft Prevention grant program for a collaborative approach that effectively supports local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft;
2. Assist CSUFF as needed with accessing project related information and/or data needed to adequately evaluate project objectives, practices, and strategies;
3. Make available certain police databases (e.g., calls for service and crime incident reports) and GIS, the change in the level of crime in target and surrounding neighborhoods, partner agencies performance measurements, and access to VICS participant database to further support the efforts of CSUFF in their development of a Local Evaluation Plan;
4. Meet once per month, or more as determined by FPD, with CSUFF to coordinate, resolve problems, determine timetables, discuss implementation and strategies, and address any other issues related to provision of Services by CSUFF.

B. Through the Organized Retail Theft Prevention Grant program, CSUFF will have direct oversight of the Program Evaluation and Data Collection Plan to conduct a local evaluation and data analysis for the grant funded Project during the term of this MOU. In this regard CSUFF, acting as direct provider of the services, shall:

1. Act as the lead agency in coordinating and implementing the Program, evaluating grant funded projects;
2. Document all meetings, interviews and studies, along with provide said documentation to FPD as required by this MOU and by the Grant Agreement;
3. Provide an integrated team of criminology professors and graduate student assistants in a research-led planning and data-driven evaluation of local gang intervention programs;
4. Evaluate each program to ensure the Program is being implemented according to its original plan and is serving the needs of the community and target populations.

C. Staff of the FPD Administration Division will coordinate directly with CSUFF to discuss strategies, timetables and implementation of services to meet goals and objectives of the Organized Retail Theft Prevention grant program.

## 3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

A. For the aforementioned services, Agency agrees to reimburse CSUFF solely from allocated and available Program Grant funds for eligible costs incurred by CSUFF in

pursuit hereof, in an amount not to exceed \$75,000 of the grant, in accordance with the Program budget attached as **Exhibit A** and within the performance period of the Grant Program and Grant period of this MOU.

B. Any future applications and award of funds for future Program funding cycles shall be by written amendment to this MOU and signed by both parties.

C. Payment shall be contingent on Agency's receipt of an undisputed invoice and any reports and substantiation materials required by Agency.

D. If CSUFF should fail to comply with any provision of the MOU, Agency shall be relieved of its obligation for further compensation.

E. Nothing in this MOU shall commit the taxing authority or general fund of Agency.

#### 4. MOU EFFECTIVENESS, TERM AND TERMINATION

A. The effectiveness of this MOU is contingent upon Agency receiving the Grant award. The two participating agencies signing this MOU shall be committed to the Grant Program for the entire funding cycle commencing October 1, 2023, and ending December 31, 2026. CSUFF acknowledges and agrees that continued funding is dependent upon satisfactory performance by CSUFF and availability of State funding.

B. Subject to the foregoing, the term of the MOU is for a 36-month project period Program commencing October 1, 2023 and ending December 31, 2026; however, an additional six months (January 1, 2027 – June 1, 2027) will be included in the term of the contract for the sole purposes of finalizing and submitting a required Final Local Evaluation Report, and finalizing and submitting a required financial audit. The total contract term will be October 1, 2023 – June 1, 2027. The performance period for the Local Project Evaluation is October 1, 2023 through June 1, 2027, with the local evaluation being completed and all costs submitted no later than June 1, 2027; and the final program evaluation of all years to be completed no later than June 1, 2027; and the final invoice due no later than August 15, 2027.

C. Notwithstanding the foregoing, this MOU shall automatically be suspended or terminated upon Agency's written notice thereof to CSUFF upon any of the following events: (i) Program or Grant termination or suspension, (ii) any non-appropriation or non-allocation of Grant funding required in pursuit hereof, (iii) CSUFF's illegal or improper use of funds, (iv) CSUFF's failure to comply with any term of this MOU, (v) CSUFF's submittal of any substantially incorrect or incomplete itemized invoice required for reimbursement, (vi) CSUFF's failure to comply with grant guidelines in the BSCC Recipient Handbook, or (vii) CSUFF's failure to comply with any applicable provisions of the Grant.

#### 5. TARGET POPULATION

Services provided under this program shall be directed to residents and retail merchants residing in the Cities of Fresno and Clovis who would benefit from a collaborative task force in the Central Valley, that aims to combat and prevent organized retail theft, vehicle thefts and catalytic converter thefts through enforcement, education, training, and the implementation of advanced technology. By dedicating and focusing on the most prevalent offenders, the task force endeavors to effectively combat organized retail theft and auto theft, safeguard the community, and reduce the financial and societal impact of these crimes.

## 6. RESOURCES

### A. FPD will provide:

- Administration Division and Grant Management Unit staff to provide oversight and resources to CSUFF relating to this Program and serve as a liaison to the BSCC for programmatic and budgetary issues;
- Access to Certain Police Databases, e.g. service calls and crime incident reports, as needed, for the local evaluation and survey.

### B. CSUFF will provide:

- One Criminology Professor;
- Graduate Student hourly wages to provide assistance to the professors to document and conduct research for the data collection and evaluation;
- Tools essential to conduct a survey and/or evaluation to compile project data to assess effectiveness of project goal.

## 7. RECORDKEEPING AND PERFORMANCE DATA

A. CSUFF shall submit in writing a Local Evaluation Plan for BSCC by January 1, 2024, and a final Local Evaluation by June 1, 2027, as attached in **Exhibit B**, both of which shall include the following:

1. Documentation of activities to be carried out by grant funded projects;
2. Description of the research design being used in the evaluation conduct (process evaluation) of projects;
3. Evaluation of project's effectiveness (outcome evaluation), and whether it worked in terms of achieving project goals;
4. Description of process evaluation documenting the fact that all activities described in proposal actually occurred;
5. Recommendations for project adjustments, improving effectiveness, management, and how services impact individuals/target area(s);
6. Local evaluation shall be in a narrative and logical model format;
7. List of donated goods and/or services used for the Services, including the basis for valuation;
8. Certification under the penalty of perjury the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary

waste as defined in Public Contract Code sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of this agreement, regardless of whether the project meets the required recycled product percentage as defined in the Public Contract Code sections 12161 and 12200. CSUFF may certify that the product contains zero recycled content (Public Contract Code sections 10233, 10308.5, 10354);

9. Number of Community events and participants - Proper documentation will include notices of events; to include date, time and activity, and sign-up sheets of participants.

B. CSUFF shall provide any quarterly reports, and any certifications as required by Agency, as attached in **Exhibit B**.

## 8. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

A. CSUFF shall submit, at a minimum, a quarterly invoice to FPD for the eligible expenses incurred for Program. Billing documentation shall include the following:

1. A breakdown of expenditures by cost category;
2. Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by Agency; and
3. Time sheet documentation for grant funded staff position.

B. CSUFF shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any United States Department of Justice ("DOJ") award funds awarded for the same or similar purposes or programs. CSUFF agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of CSUFF expenses pertaining to the Program shall be kept on a generally recognized accounting basis.

C. All records shall be available to Agency, BSCC, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office ("GAO")), and any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of CSUFF pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.

D. CSUFF also understands and agrees that Agency, BSCC, DOJ and/or the GAO are authorized to interview any officer or employee of CSUFF regarding transactions related to this MOU.

9. COMPLIANCE WITH GOVERNING LAW AND GRANT AGREEMENT

A. CSUFF shall at all times comply with all applicable laws of the United States, the State of California and Agency, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this MOU. CSUFF acknowledges receipt of a copy of the Grant Agreement, a copy of which is attached hereto as **Exhibit C** and the terms of which are incorporated by reference herein. CSUFFs agrees to comply with all applicable provisions thereof (including, without limitation, the Organized Retail Theft Grant Prevention Program Guidelines and the BSCC Grant Administration Guide) and cooperate with Agency in meeting the requirements thereunder.

B. The services provided by CSUFF under this MOU are over and above CSUFF's budgeted positions. The parties agree that Grant funds shall not be used to replace funds of, or positions otherwise funded by, CSUFF.

C. As applicable, costs and expenditures must be allowable in accordance with OMB 2 CFR Part 200, Subpart F; federal and state laws, rules and regulations, the terms of the program and the BSCC Grant Administration Guide.

D. CSUFF shall allow access to Agency, BSCC and any of their representatives for any onsite assessments.

E. By signing this MOU, CSUFF certifies under penalty of perjury under the laws of the State of California that (i) Grant funds shall not be used for the purpose of lobbying, as required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR Part 69; (ii) CSUFF will adhere to Federal Executive Order 12549, Debarment and Suspension; and (iii) neither CSUFF, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the MOU by any Federal department or agency. CSUFF shall complete and submit to Agency all applicable forms required by the Grant Agreement.

F. Drug-Free Workplace Certification: CSUFF shall comply with the Drug-Free Workplace Act of 1990 ("the Act"), California Government Code Sections 8350-8357, the Federal Drug-Free Workplace Act of 1988 (41 USC 701), and the requirements of Federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620. CSUFF shall notify their employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances. By signing the signature page of the MOU, CSUFF certifies under penalty of perjury under the laws of the State of California compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace, and that CSUFF will:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*;

(b) Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) The person's or organization's policy of maintaining a drug-free workplace,
- (iii) Any available counseling, rehabilitation and employee assistance programs; and
- (iv) Penalties that may be imposed upon employees for drug abuse violations.

(c) Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed MOU:

- (i) Will receive a copy of the company's drug-free policy statement; and
- (ii) Will agree to abide by the terms of the company's statement as a condition of employment on the MOU.

G. Copyrights, Rights in Data, and Patents: All activities of CSUFF under the MOU are considered "work made for hire" as defined under Title 17 USC Section 101, and shall include but is not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," BSCC owns all rights comprised in the copyright, and therefore BSCC reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. If any discovery or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part, under the MOU, CSUFF must refer the discovery or invention to BSCC. Determination of rights to inventions or discoveries shall be made by BSCC, or its duly authorized representative, who shall have the sole and exclusive power to determine whether or not and where a patent application should be filed, and to determine the disposition of all rights to such inventions or discoveries, including title to and license rights under any patent application or patent which may be issued. In all cases, BSCC shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced anywhere without limitation, for governmental purposes, any invention made with BSCC grant funds.

#### 10. CAPACITY OF AGENCY AND CSUFF

A. In the furnishing of the services provided for herein, CSUFF is acting solely as an independent contractor. Neither CSUFF, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of Agency for any purpose. Agency shall have no right to control or supervise or direct the manner or method by which CSUFF shall perform its work and functions. However, Agency shall retain the right to administer this MOU so as to verify that CSUFF is performing its obligations in accordance with the terms and conditions thereof.

B. This MOU does not evidence a partnership or joint venture between CSUFF and Agency. CSUFF shall have no authority to bind Agency absent Agency's express written consent. Except to the extent otherwise provided in this MOU, CSUFF shall bear its own costs and expenses in pursuit thereof.

C. Because of its status as an independent contractor, CSUFF and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Agency employees. CSUFF shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this MOU, CSUFF shall be solely responsible, indemnify, defend and save Agency harmless from all matters relating to employment and tax withholding for and payment of CSUFF's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in Agency employment benefits, entitlements, programs and/or funds offered employees of Agency whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this MOU, CSUFF may be providing services to others unrelated to Agency or to this MOU.

## 11. INSURANCE

A. Throughout the life of this MOU, CSUFF shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VI" in Best's Insurance Rating Guide, or (ii) authorized by Agency's Risk Manager. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations.
- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto"



with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

- (iii) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 aggregate.
- (iv) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (v) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

B. Defense costs shall be provided as an additional benefit and not included within the above limits of liability. CSUFF shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CSUFF shall also be responsible for payment of any self-insured retentions.

C. The above-described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of Agency of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, CSUFF shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, CSUFF shall file with Agency a new certificate and all applicable endorsements for such policy(ies).

D. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Agency, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CSUFF's insurance shall be primary and no contribution shall be required of Agency. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Agency, its officers, officials, agents, employees and volunteers.

E. In the event claims made forms are used for any Professional Liability coverage, (i) the retroactive date must be shown, and must be before the effective date of the MOU or the commencement of services by CSUFF; (ii) insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the services, or the expiration or termination of the MOU, whichever first occurs; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the MOU, or services commencement date, CSUFF must purchase extended reporting period coverage for a minimum of 5 years after completion of the services, or expiration or termination of the MOU, whichever first occurs; (iv) a copy of the claims reporting requirements must be

submitted to Agency for review; and (v) these requirements shall survive expiration or termination of the MOU.

F. CSUFF shall have furnished Agency with the certificate(s) and applicable endorsements for ALL required insurance prior to Agency's execution of the MOU. CSUFF shall furnish Agency with copies of the actual policies upon the request of Agency's Risk Manager and this requirement shall survive termination or expiration of this MOU.

G. If at any time during the life of the MOU or any extension, CSUFF fails to maintain the required insurance in full force and effect, all work under this MOU shall be discontinued immediately, and all payments due or that become due to CSUFF shall be withheld until notice is received by Agency that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Agency. Any failure to maintain the required insurance shall be sufficient cause for Agency to terminate this MOU.

H. The fact that insurance is obtained by CSUFF shall not be deemed to release or diminish the liability of CSUFF, including, without limitation, liability under the indemnity provisions of this MOU. The duty to indemnify Agency shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CSUFF. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CSUFF, its principals, officers, agents, employees, persons under the supervision of CSUFF, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

I. Upon request of Agency, CSUFF shall immediately furnish Agency with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive termination or expiration of this MOU.

J. If CSUFF should subcontract all or any portion of the services to be performed under this MOU, CSUFF shall require each subcontractor to provide insurance protection in favor of Agency, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with CSUFF and Agency prior to the commencement of any work by the subcontractor.

## 12. INDEMNIFICATION

A. To the furthest extent allowed by law, CSUFF shall indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Agency, CSUFF or any other person, and from any

and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this MOU. CSUFF's obligations under the preceding sentence shall apply regardless of whether Agency or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of Agency or any of its officers, officials, employees, agents or volunteers.

B. If CSUFF should subcontract all or any portion of the work to be performed under this MOU, CSUFF shall require each subcontractor to indemnify, hold harmless and defend Agency and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

C. This section shall survive termination or expiration of this MOU.

### 13. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

### 14. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this MOU and any exhibit hereto, the terms and conditions of the body of this MOU shall control and take precedence over terms and conditions expressed within the exhibit. Furthermore, any terms or conditions contained within any exhibit hereto which purport to modify the allocation of risk between the parties, provided for within the body of this MOU, shall be null and void.

### 15. NOTICES

Any notice required or intended to be given to either party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth in Section 1 of this MOU or at such other address as the parties may from time to time designate by written notice.

### 16. BINDING

Subject to Section 17 below, once this MOU is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

17. ASSIGNMENT

There shall be no assignment by either party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

18. WAIVER

The waiver by either party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provision of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

19. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Fresno County, California.

20. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

21. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in the MOU shall not affect the other provisions.

22. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

23. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. NO THIRD PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this MOU are intended for the specific parties hereto as identified in the preamble of this MOU. Notwithstanding anything stated to the contrary in this MOU, it is not intended that any rights or interests in this MOU benefit or flow to the interest of any third parties.

25. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. To the extent required by controlling federal, state and local law, CSUFF shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CSUFF shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts hereunder. Failure by CSUFF to carry out these requirements is a material breach of this MOU, which may result in the termination of this MOU or such other remedy or sanction as may be available.

B. It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, age (over 40), mental and physical disability (including HIV and AIDS), medical condition (cancer and genetic characteristics), marital status, sex (including sexual harassment), sexual orientation (heterosexuality, homosexuality, and bisexuality), pregnancy (childbirth, or related medical conditions), political affiliation/opinion, Veteran's status or request for family medical leave. CSUFF will not discriminate in the delivery of services or benefits based on the previously identified situations. CSUFF shall comply with Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60.

C. CSUFF will include this section in each of its subcontracts and require the same of its subcontractors.

26. ENTIRE AGREEMENT

It is mutually understood and agreed that the forgoing constitutes the entire agreement between the parties. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

*This MOU is subject to receipt of Grant funds and ratification by the Council of the City of Fresno.*

IN WITNESS THEREOF, the parties have executed this MOU at Fresno, California on the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

CSUFF,  
a California non-profit organization

BY: \_\_\_\_\_  
Paco Balderrama, Chief of Police  
City of Fresno Police Department

BY: Joy D. Goto 12/05/2023  
Joy Goto, Ph.D., Interim Dean  
Division of Research  
and Graduate Studies

Taxpayer Federal I.D. #94-6003272

ATTEST:  
TODD STERMER, CMC  
City Clerk, City of Fresno

BY: Debbie Adishian-Astone 12/05/2023  
Debbie Adishian-Astone (Dec 5, 2023 19:27 PST)  
Deborah S. Adishian-Astone,  
Executive Director  
California State University, Fresno  
Foundation

BY: \_\_\_\_\_  
Deputy Date

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney, City of Fresno

BY: \_\_\_\_\_  
Jennifer M. Wharton Date  
Deputy City Attorney

Addresses:

CITY:  
Fresno Police Department  
Foundation  
Attention: Paco Balderrama  
Chief of Police  
2323 Mariposa Mall  
Fresno, CA 93721

CSUFF:  
California State University Fresno,  
Attention: Deborah S. Adishian-Astone  
Executive Director  
4910 N. Chestnut Ave.  
Fresno, CA 93726-1852

Attachments:  
Exhibit A – Cost Breakdown  
Exhibit B – Project Timelines and Performance measures  
Exhibit C - Grant Agreement

## Exhibit A

### Organized Retail Theft Prevention Grant Program

#### California State University, Fresno Foundation (CSUFF)

##### Program Budget

<u>Purpose</u>	<u>Budget Year 1</u>	<u>Budget Year 2</u>	<u>Budget Year 3</u>
(1) Professional Salary	\$25,000.00	\$25,000.00	\$25,000.00
<b>Total Annual Budget*</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$25,000.00</b>

\*Annual budget encompasses costs for salary and fringe benefits for all assigned personnel and indirect costs using the UC/CSU State of CA negotiated rate of 35% of MTDC.

**Total Budget All Years: \$75,000.00**

## Exhibit B

### Grant Performance Measures for California State University Fresno, Foundation regarding the Organized Retail Theft Prevention Grant Program

(Performance Period of October 1, 2023 – December 31, 2026)

(Contract Period of October 1, 2023 – June 1, 2027)

#### **CALIFORNIA STATE UNIVERSITY FRESNO, FOUNDATION**

Goal: Develop a Local Evaluation Plan for Organized Retail Theft Prevention (*Due to BSCC by April 1, 2024*) and Develop a Final Local Evaluation for Organized Retail Theft Prevention grant program (*Due to BSCC by June 1, 2027*)

Performance Measurements:

**Local Evaluation Plan:** The purpose of the Local Evaluation Plan is to ensure that the program funded by Organized Retail Theft Prevention grant program can be evaluated.

The Plan is to include a detailed description of how the evaluator will assess the effectiveness of all the proposed funded projects. The Local Evaluation Plan can be submitted in either a narrative or bulleted format. The Plan should describe the research design that will be used to evaluate the effectiveness of the project, with the project goals (i.e. the expected benefits to participants or the community) and the project objectives (i.e. specific measurable accomplishments intended to advance project goals) clearly stated. In addition, Plan should address two components: the process evaluation and the outcome evaluation, outlined in more detail below:

#### **Process and Outcome Evaluations:**

At a minimum, this section should:

Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).

Define the target area/population (e.g., gender, age, risk factors, prior involvement with the justice system).

Define the criteria used to determine participant eligibility of the target area/population. Describe the process for determining which intervention(s) and/or services the target area/population needs and will receive.



## Exhibit B

Describe the process of coordinating or collaborating with other entities, if any, such as public agencies (e.g., law enforcement, non-law enforcement, prosecutors' offices), community organizations, or retailers.

Describe existing or proposed policies to govern the use of surveillance technology (**if** applicable) including complying with applicable privacy laws/regulations and securing any data collected or stored.

Describe existing or proposed policies to limit racial bias.

Provide a description of the goals and specific and measurable objectives identified in the Project Work Plan of the proposal.

### **Process Evaluation Method and Design:**

The research design for **the** process evaluation.

The plan to document activities within the project and/or services provided to each target area/population (e.g., maintaining a database, tracking staff hours, etc.). How each target area/population's progress **will** be tracked (e.g., baseline data, change in data, change over time).

How activity progress **will** be tracked (e.g., start dates, cases initiated/resolved, number of license plates read, etc.).

Process variables and how they **will** be defined and measured (tools/instruments used to collect the data and frequency of collection).

How the process data will be collected, and the data source(s) used.

The project-oversight structure and overall decision-making process for the project.

How the project components **will** be monitored, determined effective, and adjusted as necessary.

The plan for documenting activities performed by staff and contracted providers, if applicable.

Procedures ensuring that the project **will** be implemented to **fidelity**, when applicable. How quantitative and qualitative process data **will** be analyzed. Describe the statistical tools used to analyze quantitative data (**e.g.**, descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You **do** not need to state the analysis type for each evaluation activity separately.

## Exhibit B

### **Outcome Evaluation Method and Design:**

The research design **for** the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).

A set of evaluation questions. These are the questions that the evaluation will answer.

These shall include the project's goals and objectives and may also include more outcome-oriented questions.

The criteria for determining an activity's success in the project.

Outcome variables and how they **will** be defined and measured (tools/instruments used to collect the data and frequency of collection).

How the outcome data will be collected, the timing of data collection, and the data source(s) used.

How quantitative and qualitative outcome **data** will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type **for** each evaluation activity separately.

The strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.

### **Project Logic Model:**

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, funding, equipment)."1 "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."2 Activities: Activities are what the project does with the inputs **or** the services provided in alignment with project goals. **If** you have access to inputs/resources, then they can be used to accomplish project activities.

Outputs: If the activities are accomplished, these are the number **of** services delivered and/or products provided to participants. Outputs link the activities to products **or** services delivered to the target population; those who participate in the project and will benefit from the products and services provided. Outcomes: "Outcomes are the immediate, specific, measurable changes"3 due to the project. **If** the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:

## Exhibit B

- \* Short-Term- Timeframe (grant cycle, months)
- \* Medium-Term- Timeframe (grant cycle, months-years)

Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended **or** unintended changes that occur in organizations, communities, or systems because of project activities beyond **the** grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same **or** similar to long-term outcomes (typically occur beyond the grant cycle).

**Final Local Evaluation:** The purpose of the final Local Evaluation is to document the activities that were carried out by the project.

The evaluation should describe the research design, as discussed in the previously submitted Local Evaluation Plan and Quarterly Progress Reports. The final Local Evaluation must describe the final outcomes of the program, including a determination of the degree of program success. Proving that a program worked is not an easy task. For example, if the goal of the program was to reduce recidivism, an applicant should specify the following:

- a) A strategy for determining whether or not recidivism was lower at the end of the program as compared to before the program began.
- b) A rationale for inferring that the reduction in recidivism was directly related to the program and not other factors unrelated to the program.

## Exhibit B

### Quarterly Progress Reports Due Dates

<b><u>Period</u></b>	<b><u>Due Date</u></b>
October 1, 2023 to December 31, 2023	February 15, 2024
January 1, 2024 to March 31, 2024	May 15, 2024
April 1, 2024 to June 30, 2024	August 15, 2024
July 1, 2024 to September 30, 2024	November 15, 2024
October 1, 2024 to December 31, 2024	February 15, 2025
January 1, 2025 to March 31, 2025	May 15, 2025
April 1, 2025 to June 30, 2025	August 15, 2025
July 1, 2025 to September 30, 2025	November 15, 2025
October 1, 2025 to December 31, 2025	February 15, 2026
January 1, 2026 to March 31, 2026	May 15, 2026
April 1, 2026 to June 30, 2026	August 15, 2026
July 1, 2026 to September 30, 2026	November 15, 2026
October 1, 2026 to December 31, 2026	February 15, 2027

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1153- 23**

PURCHASING AUTHORITY NUMBER (If Applicable)

**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**City of Fresno Police Department****2. The term of this Agreement is:**

START DATE

**OCTOBER 1, 2023**

THROUGH END DATE

**JUNE 1, 2027****3. The maximum amount of this Agreement is:****\$23,663,194.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Prevention Grant Program Grant Proposal	39
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	1
Appendix B	Grantee Assurance for Non-Governmental Organizations	2

\* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/organized-retail-theft-grant-program/>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**City of Fresno Police Department**

CONTRACTOR BUSINESS ADDRESS

2600 Fresno Street

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Georgeanne White

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

9/28/2023

4B59C02BA274430...

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – Organized Retail Theft Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Fresno Police Department (hereafter referred to as the Grantee).

### 2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Organized Retail Theft Grant Program was established in Senate Bill 154 (SB 154) (Chapter 43, Statutes of 2022). Organized Retail Theft Grant Program funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Georgeanne White

Title: City Manager

Address: 2600 Fresno Street, Fresno CA 93721

Phone: 559-621-7795

Email: georgeanne.white@fresno.gov

**Designated Financial Officer** authorized to receive warrants:

Name: Michelle Wooten

Title: Business Manager

Address: 2323 Mariposa Mall, Fresno CA 93721

Phone: 559-621-2053

Email: michelle.wooten@fresno.gov

**Project Director** authorized to administer the project:

Name: Burke Farrah

Title: Deputy Chief of Police

Address: 2323 Mariposa Mall, Fresno CA 93721

Phone: 559-621-2301

Email: burke.farrah@fresno.gov

- C. Either party may change its project representatives upon written notice to the other party.

**EXHIBIT A: SCOPE OF WORK**

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

**4. DATA COLLECTION**

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.

**5. REPORTING REQUIREMENTS**

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

**Quarterly Progress Report Periods**

1. October 1, 2023 to December 31, 2023	<b>Due no later than:</b> February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026
13. October 1, 2026 to December 31, 2026	February 15, 2027

**B. Evaluation Documents**

1. Local Evaluation Plan	<b>Due no later than:</b> April 1, 2024
2. Final Local Evaluation Report	June 1, 2027

**C. Other**

Financial Audit Report	<b>Due no later than:</b> June 1, 2027
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Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

**6. PROJECT RECORDS**

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

## EXHIBIT A: SCOPE OF WORK

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

## 7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Organized Retail Theft Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Organized Retail Theft Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.



**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT**

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

**Due no later than:**

- February 15, 2024  
May 15, 2024  
August 15, 2024  
November 15, 2024  
February 15, 2025  
May 15, 2025  
August 15, 2025  
November 15, 2025  
February 15, 2026  
May 15, 2026  
August 15, 2026  
November 15, 2026  
February 15, 2027

**Final Invoicing Periods\*:**

14. January 1, 2027 to March 31, 2027
15. April 1, 2027 to June 1, 2027

**Due no later than:**

- May 15, 2027  
August 15, 2027

*\*Note: Project activity period ends December 31, 2026. The period of January 1, 2027, to June 1, 2027, is for completion of Final Local Evaluation Report and financial audit only.*

- B. All project expenses must be incurred by the end of the project activity period, December 31, 2026, and included on the final invoice due February 15, 2027. Project expenditures incurred after December 31, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The Financial Audit Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the financial audit during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

### **2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

### **3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid through Organized Retail Theft funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 154 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Organized Retail Theft funding is reduced or falls below estimates contained within the Organized Retail Theft Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

### **7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**8. PROJECT BUDGET**

<b>BSCC Budget Line Item</b>	<b>A. Grant Funds</b>
1. Salaries and Benefits	\$15,332,935
2. Services and Supplies	\$1,009,516
3. Professional Services or Public Agency Subcontracts	\$1,671,781
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Data Collection and Evaluation	\$75,000
6. Equipment/Fixed Assets	\$5,303,575
7. Financial Audit (Up to \$25,000)	\$25,000
8. Other (Travel, Training, etc.)	\$245,387
9. Indirect Costs	\$0
<b>TOTALS</b>	<b>\$23,663,194</b>

**EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

**12. TIMELINESS:** Time is of the essence in this Agreement.

**13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

**EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

#### **A. Compliance with Laws and Regulations**

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

#### **B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

#### **C. Permits and Licenses**

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

### 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

### 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

## 4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

## 5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

### 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

### 7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

### 8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, or approved modifications;
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

### 9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### 10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

### 11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Title	<b>City of Fresno Police Department</b>	07/07/2023
	by <b>Michelle Wooten</b> in <b>Organized Retail Theft Prevention Grant Program</b>	id. 41333581
	michelle.wooten@fresno.gov	

<b>Original Submission</b>	07/07/2023
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**The Organized Retail Theft (ORT) Prevention Grant Program Application is divided into five (5) sections as identified below: Background Information Contact Information Program Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions requiring a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the ORT Prevention Grant Program Proposal Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the ORT Prevention Grant Program Application. The ORT Prevention Grant Proposal Instruction Packet is available on the Board of State and Community Corrections (BSCC) website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.**

SECTION I - BACKGROUND INFORMATION	<b>This section requests information about the applicant's name, location, mailing address, and tax identification number.</b>
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Name of Applicant (i.e., Police Department, Sheriff's Department, or Probation Department)	<b>City of Fresno Police Department</b>
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Multi-Agency Partnerships Information (if applicable)	<b>Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.</b>
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Multi-Agency Partnerships	<b>Yes: This is a Multi-Agency Partnership Application</b>
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Identification of Multi-Agency Partners **Clovis Police Department  
Fresno County Probation Department  
Fresno County District Attorney's Office**

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Lead Public Agency Information **All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant's city or county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with other local government agency partners and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person), and will serve as the primary point of contact with the BSCC.**

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Lead Public Agency **City of Fresno**

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Applicant's Physical Address **2600 Fresno Street  
Fresno  
California  
93721  
US**

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Applicant's Mailing Address (if different than the physical address) **n/a**

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Mailing Address for Payment **P.O. Box 1271  
Fresno  
CA  
93715-1271  
US**

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Tax Identification Number **94-6000338**

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SECTION II - CONTACT INFORMATION **This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.**

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Project Director **Burke  
Farrah**

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Project Director's Title with Agency/Department/Organization **Deputy Chief of Police**

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Project Director's  
Physical Address      **2323 Mariposa Mall**  
                                 **Fresno**  
                                 **California**  
                                 **93721**  
                                 **US**

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Project Director's  
Email Address      **burke.farah@fresno.gov**

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Project Director's  
Phone Number      **+15596212201**

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Financial Officer      **Michelle**  
                                 **Wooten**

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Financial Officer's  
Title with  
Agency/Department/Organization      **Business Manager**

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Financial Officer's  
Physical Address      **2323 Mariposa Mall**  
                                 **Fresno**  
                                 **CA**  
                                 **93721**  
                                 **US**

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Financial Officer's  
Email Address      **michelle.wooten@fresno.gov**

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Financial Officer's  
Phone Number      **+15596212053**

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Day-To-Day Program  
Contact      **Israel**  
                                 **Reyes**

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Day-To-Day Program  
Contact's Title      **Police Lieutenant**

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Day-To-Day Program  
Contact's Physical  
Address      **2323 Mariposa Mall**  
                                 **Fresno**  
                                 **CA**  
                                 **93721**  
                                 **US**

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Day-To-Day Program  
Contact's Email  
Address      **israel.reyes@fresno.gov**

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Day-To-Day Program  
Contact's Phone  
Number      **+15596216107**

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Day-To-Day Fiscal  
Contact      **Anita**  
                                 **Villarreal**

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Day-To-Day Fiscal Contact's Title	<b>Management Analyst II</b>
Day-To-Day Fiscal Contact's Physical Address	<b>2323 Mariposa Mall Fresno CA 93721 US</b>
Day-To-Day Fiscal Contact's Email Address	<b>anita.villarreal@fresno.gov</b>
Day-To-Day Fiscal Contact's Phone Number	<b>+15596212305</b>
Name of Authorized Officer	<b>Georgeanne White</b>
Authorized Officer's Title	<b>City Manager</b>
Authorized Officer's Physical Address	<b>2600 Fresno Street Fresno CA 93721 US</b>
Authorized Officer's Email Address	<b>georgeanne.white@fresno.gov</b>
Authorized Officer's Phone Number	<b>+15596217795</b>
Authorized Officer Assurances	<b>checked</b>
SECTION III - PROGRAM INFORMATION	<b>This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.</b>
Project Title	<b>Fresno Metropolitan Area Organized Retail Task Force</b>

Proposal Summary	<p>The Fresno Police Department (FPD), Clovis Police Department (CPD), Fresno County Probation Department (FCPD), and Fresno County District Attorney's Office (FCDA) will establish the Fresno Metropolitan Area Organized Retail Task Force. This collaborative task force in the Central Valley, aims to combat and prevent ORT, vehicle thefts and catalytic converter thefts through enforcement, education, training, and the implementation of advanced technology. By dedicating and focusing on the most prevalent offenders, the task force endeavors to effectively combat ORT and auto theft, safeguard the community, and reduce the financial and societal impact of these crimes.</p>
PROGRAM PURPOSE AREAS	<p>Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.</p>
Program Purpose Areas (PPAs):	<p><b>PPA 1: Organized Retail Theft</b>  <b>PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft</b></p>
Funding Category Information	<p>Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$6,125,000 in the Medium Scope category OR up to \$15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to \$24,500,000 o \$6,125,000 (Medium Scope Max) x 4 (# of Agencies) = \$24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to \$31,300,000 o \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.</p>
Funding Category	<p><b>Large Scope (Up to \$15,650,000)</b></p>
SECTION IV - PROPOSAL NARRATIVE AND BUDGET	<p>This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.</p>

**Proposal Narrative  
Instructions**

**The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the ORT Prevention Grant Instruction Packet (refer to pages 20-24). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not may not exceed 6,711 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately three (3) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not may not exceed 11,185 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately five (5) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the ORT Prevention Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the ORT Prevention Grant Proposal Instruction Packet (refer to page 15).**

**Project Need**

**The Fresno Police Department (FPD), Clovis Police Department (CPD), Fresno County Probation Department (FCPD), and Fresno County District Attorney's Office (FCDA) will join forces to address Organized Retail Theft (ORT) by establishing the Fresno Metropolitan Area Organized Retail Task Force (ORT Purpose Problem Area). This task force will combat and aggressively prosecute ORT offenders. It will aid retailers in protecting their assets against ORT through enhanced enforcement, police collaboration, information sharing, training and education, and the implementation of advanced technology. The task force will also focus on combating vehicle and vehicle accessory thefts.**

**In recent years, violent crime has emerged as the foremost concern for the FPD. The City of Fresno witnessed a distressing increase in shootings, setting a record for shootings of 732 and 74 murders (a 25-year high) in 2020. The following year, in 2021, there were 688 shootings, and another 74 murders. Police management prioritized violent crime, reallocating resources to address this pressing issue.**

District detectives received instructions to concentrate on investigating violent crime within specific violent areas. While this shift in focus was necessary to address the surge in violent crime, it had an adverse effect on theft investigations as many cases were not proactively investigated. The Career Criminal Auto Theft Team (CCATT) was redirected to tackle gun-related crimes. While this approach helped reduce violent crime, it also diminished the priority given to auto theft crimes. As a result, detectives assigned to ORT and the CCAT unit now face overwhelming caseloads and inadequate staffing, which reduces their capacity to effectively combat these crimes.

ORT's have had a profound impact in our area, affecting large retail stores and small locally owned retail spaces. ORT criminals have instilled fear and frustration within the community. These thefts cause significant damage to the local economy and contribute to other crimes including robberies, assaults, and incidents of gun violence. Many ORT criminals are affiliated with gangs that employ coordinated tactics to mask their identities and swiftly carry out their crimes, sometimes using firearms. Apprehending these offenders has resulted in the recovery of stolen merchandise and the seizure of firearms, narcotics, and stolen vehicles. Disturbingly, offenders frequently exploit minors to commit these crimes, taking advantage of the lenient consequences they may face. The severity and breadth of these crimes highlight the urgent need for comprehensive measures to combat ORT and protect the community. The impact of ORT on employees has become a significant issue for retailers. Employees face frequent threats of violence, creating a hostile and dangerous working environment. Offenders are aware of store policies that prevent employees from intervening during in-progress thefts, and commonly threaten employees with termination or lawsuits if the employee takes any action against the ORT criminal. According to a 2022 survey conducted by the Loss Prevention Council, a staggering 81% of respondents stated that they did not report thefts, due to the belief that the police will not respond, investigate, or make arrests in such cases. Locally, a loss prevention manager at Kashian River Park Properties, estimates that around 90% of retail thefts at their property go unreported. This highlights the urgent need for comprehensive solutions to combat ORT, protect employees, and create an environment where reporting such incidents is encouraged and results in meaningful action. Despite under reporting, between 2018 and 2022, retailers reported 395 instances of thefts turning into violent robberies to FPD, including a 43 percent increase in commercial retail robberies from 2021 to 2022. Between 2018 and 2022, retailers reported 482 instances of thefts qualifying as ORT. Astonishingly, the FPD observed a staggering 752% increase in ORT between 2020 and 2022. According to the Loss Prevention Research Council, California ranked in the 80th percentile for shrinkage losses based on data reported by national retailers in 2022. Notably, most zip codes in the Fresno metro area also fell within the 80th percentile when compared to zip codes nationwide. In California's Central Valley, which stretches from Sacramento to Bakersfield, Fresno had the highest concentration of zip codes categorized as having "high shrinkage" according to the American

**Retail Crime and Shrink & Security Initiative.**

In the past five years, the residents have reported a staggering 13,900 vehicle thefts to the FPD. This equates to an average of 2,780 thefts per year or approximately 8 vehicle thefts per day within the city. During the same five-year period, residents reported 4,136 catalytic converter thefts, averaging 827 thefts per year or approximately 2 reported thefts per day. Notably, between the years 2020 and 2022, the department saw an alarming 927% increase in catalytic converter thefts, underscoring the growing prevalence of this crime. FPD will also prioritize the Auto Theft Purpose Problem Area. CCATT has been successful in combating crime since its establishment in 2011. The team's efforts have contributed to a reduction in auto theft incidents within the city through proactive, innovative, and aggressive measures. Due to an increase in violent crime, CCATT's focus shifted to gun and violent crime offenders; auto theft investigations became a secondary priority. To address this issue, FPD will establish a second CCATT team, providing immediate investigation of auto thefts seven days a week. The addition of this second team will enable effective investigations into catalytic converter theft. Though auto and accessory thefts are often perceived as mere property crimes, the reality is that these crimes have serious consequences. The loss of a vehicle or its catalytic converter hinders citizens from carrying out simple daily tasks, such as transporting children to school, commuting to work, or attending medical appointments. To exacerbate matters, many citizens lack the financial means to cover insurance deductibles or the substantial costs of replacing a catalytic converter. Fresno citizens and retailers are impacted by ORT and auto thefts daily. Retailers are losing millions of dollars each year, and these crimes hurt our residents with inflated prices and personal losses. FPD intends to collaborate with law enforcement and retail partners to combat ORT, auto theft, and catalytic converter theft.

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**Project Description**

The Fresno Metro area stands to gain significant benefits from the establishment of an organized retail theft task force. Our four law enforcement partners will collaborate effectively to address this issue and safeguard the local economy. Situated centrally in California, the Fresno Metro area is conveniently accessible via two major north-south freeways, Interstate 5 and Freeway 99. This geographic positioning makes the area vulnerable to offenders from larger metropolitan regions like the Bay Area and Southern California. Consequently, the Fresno Metro area becomes a prime target for individuals involved in organized theft rings operating throughout the state. With 3 full-size malls and 6 major shopping centers featuring commercial anchor stores, the City of Fresno and the nearby City of Clovis cater to a surrounding population of over 1 million residents. FPD recognizes the need to establish a coordinated response to ORT and auto/catalytic converter theft incidents, as the current lack of coordination hinders investigations. The ORT Task Force will develop a comprehensive and coordinated approach including the sharing of information and intelligence, including "hot lists" and "be on the

lookout” (BOLOs), to ensure that law enforcement and retail partners have access to the most up-to-date offender and crime pattern information. Through the sharing of intelligence, the ORT Task Force will develop effective strategies for apprehending and prosecuting individuals involved in ORT and vehicle theft. By enhancing intelligence, collaboration, and coordination, we will strengthen investigations and drive down ORT and vehicle/catalytic converter thefts. FPD offers retail merchants the opportunity to engage in a highly successful merchant shoplift training program designed for retail store personnel. This program equips them to make quality citizen arrests, complete their own police reports, and directly submit cases to the FCDA’s for prosecution. Retail loss prevention personnel will expedite citizen arrests, allowing them to swiftly return to their security duties and prevent additional thefts. The program also keeps law enforcement officers available for higher priority calls. By expanding the program to additional merchants in Fresno and Clovis, we increase engagement, effectiveness, and satisfaction of our retailers.

Our collective agencies share a common vision and recognize the crucial role of the retail industry in the California economy and workforce. Retailers, whether they are national brands or local businesses, play a vital role in driving innovation and contributing to a thriving economy. They contribute significantly to California's robust economy, which ranks as the fifth largest in the world. By prioritizing the fight against organized retail theft through the establishment of a task force, the Cities of Fresno and Clovis demonstrate their commitment to protecting retailers and supporting a strong and prosperous economy. Through collaboration and concerted efforts, our ORT Task Force will create an environment where businesses can thrive, consumers can enjoy affordable prices, and the economy can flourish. FPD will be adding three investigators to each policing district to focus on ORT at all levels. Investigators will be responsible for handling all ORT crimes, conducting follow-up investigations, and submitting cases to the District Attorney's office for prosecution. They will also expand the Merchant Retail Theft program.

Secondly, the ORT task force will target repeat offenders. By focusing on repeat offenders, we disrupt criminal operations and prevent associated crimes. The task force's concerted efforts will act as a deterrent, dismantling organized theft and auto theft networks, reducing violent crime, and curbing illegal firearms and drugs in the community. Through its targeted approach, the ORT task force will significantly contribute to maintaining public safety, safeguarding the well-being of the community, and fostering a secure environment for all residents. By effectively tackling the root causes of criminal behavior, the task force will create a safer and more prosperous Fresno Metropolitan Area.

An example of an effective implementation of an organized retail theft task force is the California Highway Patrol (CHP) Organized Retail Crime Task Force. Established in 2019, this task force has demonstrated remarkable achievements in addressing ORT. Through their efforts, the CHP Task Force worked 1,469 investigations, making 853 arrests. They have recovered \$28 million in stolen

merchandise. In February 2023, California AG Rob Bonta announced the arrest of eight people involved in a statewide ORT that targeted Apple retail stores. The thefts occurred between August 2022 and January 2023 resulting in approximately \$1 million dollars in losses. Third, ORT Task Force will expand and enhance current resources available to businesses affected by retail theft. This includes educating businesses about prevention measures, sharing best intelligence, and offering the Merchant Shoplift Training program. Such measures help businesses mitigate losses, expedite citizen arrests, keep law enforcement officers on higher-priority calls, and create a safer environment for employees and customers. Finally, the ORT Task Force will improve coordination and information sharing among law enforcement agencies, businesses, and community members. This collaborative approach enhances the effectiveness of prevention strategies, facilitates early detection of retail theft incidents, and improves the apprehension of criminals. The Organized Retail Theft PPA will have three components that make it an effective crime prevention and enforcement tool for the larger metro area.

### **1. Education**

a. The Merchant Shoplift Program will educate participating merchants on the laws regarding theft and citizen arrests. The program will expedite arrest processing and will return loss prevention personnel to sales floor faster. It will also keep law enforcement officers available for higher-priority calls.

b. Law enforcement partners will be trained in the use of trackers, License Plate Readers,, and intelligence sharing to prevent thefts, make arrests, and prosecute offenders.

### **2. Deterrence**

a. With the use of technology retailers and law enforcement can help educate the public that offenders will be arrested and prosecuted. Technology such as placing LPRs in retail centers to identify repeat offenders and direct video connectivity will be used to deter future crimes.

### **3. Enforcement**

a. Investigation: ORT Task Force and retailers will work together to obtain proper evidence to identify individuals involved in retail theft. FPD will assign 15 additional detectives to focus solely on the investigation of retail theft.

b. Apprehension: ORT Task Force and loss prevention officers will work together to arrest individuals involved in retail theft.

c. Technology: ORT Task Force will use tracking devices, computer software, LPRs, and video surveillance systems to develop strong cases against retail theft criminals.

d. Prosecution: ORT Task Force will work with The Fresno County District Attorney's Office to successfully prosecute retail theft offenders, including combined out-of-county cases.

e. County Probation: Fresno County Probation Department will provide enhanced supervision of chronic ORT offenders.

To address the issue of auto theft, FPD intends to establish a second CCAT team, which will dedicate its efforts to auto theft investigations

**seven days a week. The addition of this second team will also enable effective investigations into catalytic converter theft.**

- 1. Investigation/Surveillance: FPD will add a team of nine detectives and one detective sergeant to CCATT. CCATT proactively focuses on offenders involved in motor vehicle and accessory thefts, “chop shops”, and illegal sales of stolen parts.**
- 2. Technologies: GPS trackers, drones, computer software, and surveillance equipment will be used to arrest and prosecute offenders, with a focus on re-offenders.**
- 3. Prosecution: CCATT personnel will collaborate with the Fresno County District Attorney’s Office to successfully prosecute those involved in auto and accessory theft.**
- 4. Probation: The Fresno County Probation Department will provide pre-trial GPS monitoring for pending auto and accessory cases as well as enhanced supervision.**

**In addition to sworn personnel, the department intends to employ two additional Police Support Services Technicians in the Records department. These two positions will focus on processing investigative reports related to ORT and auto theft investigations. By adding these support services technicians, the department ensures that investigative reports and related to ORT and auto theft cases are processed efficiently. The FPD’s Real Time Information Center (RTIC) will serve as the ORT hub. New hardware and software technology integrated into the RTIC can assist in the identification, location, and apprehension of ORT suspect(s). The RTIC mission is to utilize intelligence-led policing to provide real-time information sharing, quick identification, and apprehension of criminals, increasing public safety.**

- 1. RTIC will compile and analyze data to identify suspects, crime patterns, and create “hot lists”, to share with other allied agencies and retail partners.**
- 2. Automated License Plate Readers (ALPR): will be strategically placed around retail centers to alert RTIC personnel when suspect offenders enter a target zone. This information will be shared with law enforcement and retail partners.**
- 3. Video Connectivity (FUSUS): FUSUS software will allow for direct video feed with a retail partner when a crime is in progress.**
- 4. Video Connectivity Analytics (Brief Cam): This will allow RTIC personnel and investigators to condense hours of footage and search for specific video footage quickly.**

**PPA’s Retail Theft and PPA Motor Vehicle/Accessory Theft will have three goals and objectives.**

- 1. The team will reduce retail theft 15% each year.**
- 2. The team will increase participation in the Merchant Shoplift Program by 25%**
- 3. The team will decrease auto theft 15%.**

**The team will actively engage in a public awareness campaign to**



inform the public about the impact of organized retail theft (ORT) and vehicle thefts. Through this campaign, the team aims to educate the community about the detrimental consequences of these crimes and promote vigilance among residents. By raising awareness and encouraging the public to be proactive, the team seeks to deter potential offenders and foster community support in combating ORT and vehicle thefts.

The ORT Task Force adheres to all state and federal laws when utilizing its current surveillance and monitoring equipment. All investigative techniques will be evaluated for their necessity by the project lead. The ORT Task Force strictly prohibits the use of race as the sole purpose for any police contact. The department has a rigorous policy in place that prohibits bias-based policing, and it conducts thorough investigations into any alleged incidents related to such practices.

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Project  
Organizational  
Capacity and  
Coordination

FPD will act as the Fiscal Agent and has a proven 100% successful compliance rate on grant funding obligations. The Grants Management Unit (GMU) will be responsible for oversight of all department grant-related activities and understand fiduciary responsibilities associated with grant funds. GMU has participated in several audits over the years to demonstrate transparency and accountability for those funds. GMU will conduct annual, in-person site monitoring visits for all the funded partners to ensure compliance with the program objectives and grant guidelines. If awarded, at the end of the grant period we would implement our plan to sustain the programs with general fund contributions with the approval of the City Manager, City Council and the Mayor. The project will be overseen by FPD Police Lieutenant Israel Reyes, who will have direct oversight over sub-grantees and lead the community and services elements in the project. He has 23 years of experience, including patrol, investigations, internal affairs, and most recently as a patrol field commander. He will assume responsibility for evaluation, monitoring, tracking statistical information, and fulfilling reporting requirements. Memoranda of Understanding (MOUs) will be drafted by the respective governing bodies within three months of award notification. Once the MOUs are finalized, they will be ready for implementation within six months of the grant award. Lt. Reyes and the assigned allied agency project leads will review the implementation of the project, track its progress, and assess its overall success. Quarterly meetings will be held to discuss project-related matters and address any challenges or adjustments that may arise during the project. CPD will establish a dedicated retail theft team focused on promptly responding to crimes in progress. This team will also investigate and gather intelligence on groups that specifically target retail outlets. Additionally, the plan will deploy enhanced video surveillance and intelligence systems to strengthen the monitoring and prevention of criminal activities. By adopting these strategies, the CPD will contribute to the FPD's efforts in combating ORT and auto theft. Management Analyst (MA) Sandi Macy will be the project lead for the CPD. She has 18 years of experience managing and overseeing grant operations for the City of Clovis and the CPD. She has coordinated all aspects of the CPD's grant

activities, managing financial reporting and performance measures. As a certified government fiscal officer MA Macy has worked with various law enforcement agencies. FCPD will be conducting probation contacts targeting individuals specifically convicted of felony ORC and vehicle thefts. The FCPD will implement pre-trial monitoring of individuals involved in ORT and vehicle thefts. By closely monitoring these offenders before their trials, the FCPD aims to mitigate the risk of further criminal activities and protect the community from potential harm. FCPD is committed to supporting the FPD in combating ORT and auto theft. Deputy Chief (DC) Probation Officer, Lori Willits will be the project lead for the FCPD. She has over 26 years of experience in the department. Her assignments are varied and include working a Deputy Probation Officer in both the Adult and Juvenile divisions. As assistant DC she managed the Crime Victim Assistance Center, the AB 109 felony supervision unit, and the Quality Control/Program Evaluation Unit. As DC she has had oversight of the juvenile institution operations at the Juvenile Justice Campus for nearly 5 years and in September 2023 will be transitioning to the Adult Realignment Division. FCDA office plans to assign three senior investigators dedicated to prosecuting these ORT offenders. FCDA will enhance the regional Cyber and Forensic lab, utilizing it to examine digital evidence gathered during ORT and auto theft crimes to support aggressive prosecution. Chief Investigator Pat McPherson will serve as the project lead for FCDA. He has over 37 years of law enforcement experience. Throughout his career, Chief McPherson has undertaken and overseen assignments encompassing Major Crimes/Homicide, Organized Crime Intelligence, Gangs, Public Corruption, Narcotics, Special Operations, and Violent Sexual Predators. He has actively participated in various Task Force Operations, demonstrating his abilities as an effective leader.

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## Project Evaluation and Monitoring

Upon notice of an award, the City of Fresno will contract with an evaluation team consisting of California State University Fresno (CSUF) Criminology Professors and graduate student assistants. In a process evaluation, both qualitative and quantitative research methodologies will be employed as part of a data triangulation strategy, while quantitative data analysis with statistical models will be emphasized in outcome evaluations to assess the impact of each program component. The methodology of the process evaluation of each program will be designed to ensure the program is implemented according to its original plan and serves the needs of the community and target populations. To monitor the progress of program implementations while easing the burden of administrative data collection, web-based surveys with automatic e-mail reminders to program managers will be utilized. This system supports both efficient data collection in a standardized format and timely descriptive analysis of program characteristics in the process evaluation. Furthermore, qualitative research methods of field observations and interviews of participants and program managers will become a means to uncover unexpected barriers and obstacles to program implementation; adjustments in program management will be recommended through quarterly reports and meetings. The methodology of the outcome evaluation that determines each project component's success and failure includes statistical models and innovative research designs that thoroughly and properly evaluate the impact of each program component. While the gold standard of program evaluation dictates the use of randomized experiments to conclusively infer the causal effect of intervention programs, randomized experiments are not immune from challenge, most notably an ethical issue of denying the opportunity to participate in programs for the sake of scientific studies. To overcome this limitation but maintain a high scientific standard of program evaluation, CSUF will employ a propensity score matching technique that allows the analysis of the treatment group and control group with comparable characteristics without running a randomized experiment. This allows rigorous examination of the program outcomes without compromising ethical resource principles. The propensity score analysis is an innovative but proven evaluation methodology, which was applied to evaluations of gang interventions including G.R.E.A.T. and Operation Ceasefire in Boston. When conducting propensity score analysis, CSUF will take advantage of existing program surveys/intakes previously conducted re-analyze and compare with the participants of the proposed program. The results of both process and outcome evaluations will be thoroughly documented in quarterly and Final Local Evaluation Reports. Detailed descriptions of programs will be provided as part of the process evaluation which allows critical assessment and replication of the approach in different settings.

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**Budget Instructions**      **Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 5: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.**

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Budget Attachment

[Organized-Retail-Theft-Prevention-Grant-Program-Budget-Attachment.-Combined.xlsx](#)

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**SECTION V -  
ATTACHMENTS**

**This section list the attachments that are required at the time of submission, unless otherwise noted. Project Work Plan (Appendix B) - Mandatory Grantee Assurance for Non-Governmental Organizations (Appendix D) - Mandatory Local Impact Letter(s) (Appendix E) - Mandatory Letter(s) of Commitment (Appendix F) - If Applicable Policies Limiting Racial Bias - Refer to page 9 of the Proposal Instruction Packet - Mandatory Policies on Surveillance Technology - Refer to page 9 of the Proposal Instruction Packet - If Applicable Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G) - Mandatory Governing Board Resolution (Appendix H) - Optional**

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Project Work Plan (Appendix B)

[Appendix\\_B\\_Project-Work-Plan-ORT-.pdf](#)

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Grantee Assurance for Non-Governmental Organizations (Appendix D)

[BSCC\\_Appendix\\_D\\_signed.pdf](#)

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Local Impact Letter(s) (Appendix E)

[Appendix\\_E.pdf](#)

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Letter(s) of Commitment, (Appendix F)

[Letter\\_of\\_Commitment\\_CPD.pdf](#)

[Letter\\_of\\_Commitment\\_FCDA.pdf](#)

[Letter\\_of\\_Commitment\\_FCPD.pdf](#)

[Letter\\_of\\_Commitment\\_-\\_FPD.pdf](#)

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Policies Limiting Racial Bias

[6.\\_AO-2-33-Equal-Employment-Opportunity-Plan-and-Policy\\_A-478447.pdf](#)

[6.\\_Policy\\_402\\_Bias\\_Based\\_Profiling.pdf](#)

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Policies on Surveillance Technology

[7.\\_Policy\\_323\\_Pre\\_Planned\\_Tac\\_Operations.pdf](#)

[7.\\_Policy\\_439\\_UAS\\_Operations.pdf](#)

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Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G)

[BSCC\\_Appendix\\_G\\_signed.pdf](#)

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OPTIONAL: n/a  
Governing Board  
Resolution (Appendix  
H)

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OPTIONAL: n/a  
Bibliography

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CONFIDENTIALITY NOTICE: **All documents submitted as a part of the Organized Retail Theft Prevention Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

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## Appendix B: Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for three (3) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

**Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.**

<b>(1) Goal:</b>	<b>&gt; Retail Theft Reduction</b>		
Objectives (A., B., etc.)	> The Fresno Metropolitan Area Organized Retail Task Force aims to reduce organized retail theft by 15 percent each year during our involvement in the grant. We will bring awareness to the public of this program and encourage reporting of this crime.		
Process Measures and Outcome Measures:	At the onset of implementing the grant, the taskforce will start with a baseline number of thefts from the previous year. Each year of the grant, the departments will compare the previous year's statistics to determine if our efforts have been successful		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
> We will collaborate with our partners and utilize enforcement measures, specifically targeting reoffenders, to arrest and prosecute. Additionally, we will assist our retail partners by providing intelligence and implementing education measures to better equip them in dealing with retail offenders.	> Fresno Police Department Clovis Police Department Fresno County DA Fresno County Probation	> 01/01/2024	> 12/31/2026
List data and sources to be used to measure outcomes:	>The Department will use data on arrests and case filings.		

<b>(2) Goal:</b>	<b>&gt; Auto Theft Reduction</b>		
Objectives (A., B., etc.)	> The Fresno Police Department and Clovis Police Department aims to reduce auto and catalytic converter thefts by 15 percent each during our involvement in the grant. We will bring awareness to the public of this program and encourage reporting of these crimes.		
Process Measures and Outcome Measures:	> At the onset of implementing the grant, the departments will start with a baseline number of auto and catalytic converter thefts from the previous year. Each year of the grant, the department will compare the previous year's statistics to determine if our efforts have been successful		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
> FPD's CCAT Team and Clovis Police Department will utilize enforcement measures, specifically targeting reoffenders, to arrest and prosecute.	> Fresno Police Department Clovis Police Department Fresno County DA Fresno County Probation	01/01/2024	> 12/31/2026
List data and sources to be used to measure outcomes: > The Department will use data on arrests and case filings.			

<b>(3) Goal:</b>	<b>&gt; Increase in Merchant Shoplift Program</b>		
Objectives (A., B., etc.)	> The Fresno Metropolitan Area Organizational Retail Task Force will engage area retailers and encourage their participation in the Merchant Shoplift Program.		
Process Measures and Outcome Measures:	> At the onset of implementing the grant, the task force will start with a baseline number of retailers participating in the merchant shoplift program. Each year of the grant, we will compare the previous year's statistics to determine if our efforts have been successful.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date

<p>&gt; Police detectives will engage retailers in their respective areas to encourage their participation. Once merchants enroll, detectives will provide education and support to assist the retailers. Public awareness campaigns to include advertising on TV, radio, social media, city bus exterior, etc. to educate the public on this program and encourage them to report these crimes.</p>	<p>&gt; Fresno Police Clovis Police Fresno County Probation</p>	<p>01/01/2024</p>	<p>12/31/2026</p>
<p>List data and sources to be used to measure outcomes: &gt; The departments will keep yearly data retail partner participation.</p>			





**Organized Retail Theft Prevention Grant Program - Project Budget and Budget Narrative**

Name of Applicant: *Fresno Police Department*

44-Month Budget: October 1, 2023 to June 1, 2027

*Note: Rows 7-16 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)*

Budget Line Item	Total
1. Salaries & Benefits	\$15,332,935.00
2. Services and Supplies	\$1,009,516.00
3. Professional Services or Public Agencies	\$1,671,781.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Data Collection and Evaluation	\$75,000.00
6. Equipment/Fixed Assets	\$5,303,575.00
7. Financial Audit (Up to \$25,000)	\$25,000.00
8. Other (Travel, Training, etc.)	\$245,387.00
9. Indirect Costs	\$0.00
<b>TOTAL</b>	<b>\$23,663,194.00</b>

**1a. Salaries & Benefits**

Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
FPD - 24 FTE Police Officers; 1 FTE Police Sergeant; 2 Police Support Technicians	100% (see narrative below)	\$10,835,520.00
CPD - 5 FTE Sworn Personnel; 1 FTE Public Service Officer	100% (see narrative below)	\$4,248,415.00
FCPD - 8 Deputy Probation Officer - Overtime	Monthly overtime allocation (see narrative below)	\$249,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTAL</b>		<b>\$15,332,935.00</b>

**1b. Salaries & Benefits Narrative:**

*FPD 24 FTE Police Officers - will be adding 3 investigators to each of the 5 policing district to focus on ORT at all levels. Investigators will be responsible for handling all ORT crimes, conducting follow-up investigations, and submitting cases to the District Attorney's office for prosecution. They will also expand the Merchant Retail Theft program. 9 detectives will be assigned to a 2nd CCATT team, providing immediate investigation of auto thefts seven days a week. The addition of this 2nd team will enable effective investigations into catalytic converter theft. Salary: \$2,001,600 per year /Fringe: \$1,157,400 = \$3,159,000 Yr. 1; Salary: \$2,102,400 per year /Fringe: \$1,177,209 = \$3,279,609 Yr. 2; Salary: \$2,208,000 per year /Fringe: \$1,197,966 = \$3,405,966 Yr. 3.  
 1 FTE Police Sergeant - will be assigned to supervise 2nd CCATT team. Salary: \$134,800 per year /Fringe: \$62,730 = \$197,530 X 3 = \$592,590.  
 2 Police Support Services Technicians - will be assigned in the Records Department. Our Records Bureau has struggled to keep up with the workload. These 2 positions will focus on processing investigative reports related to ORT and auto theft investigations. By adding these support services technicians, the department ensures that investigative reports and related to ORT and auto theft cases are processed efficiently. Salary: \$97,800 per year /Fringe: \$36,556 per year X 3 years \$403,068.  
 CPD 5 FTE Sworn personnel; Tier 5 with CPOA MOU Benefits and Employer Contributions (FICA, WC, PERS, DefComp, Health Benefits, ED, CTO/Sick/Holiday buyout, and assignment pay) Estimate 5% COLA*

**2a. Services and Supplies**

Description of Services or Supplies	Calculation for Expenditure	Total
FPD Supplies - Misc. narrative below	Estimated cost based on quotes	\$381,141.00
CPD Supplies - Misc. narrative below	Estimated cost based on quotes	\$283,400.00
FCPD Supplies - Misc. narrative below	Estimated cost based on quotes	\$344,975.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTAL</b>		<b>\$1,009,516.00</b>

**2b. Services and Supplies Narrative:**

*FPD Standard Equipment for 24 sworn officers (uniforms, etc.) \$276,538; For Police Support Technicians 2 Computers, 4 monitors (2-24" & 2-27" curved), docking stations, and accessories for \$4,819.53 Total \$9,639; 2 Desk phones \$250 each \$500; 2 Headsets (\$285.49 each) \$571; CCAT 10 Tactical Vests and holsters \$750 ea. \$7,500 total; 2 - Search warrant entry tools - \$1,000 each \$2,000; 2 - Ballistic Shields \$ 1,500 each \$3,000; 2 Hand and Power Tools for VIN Verifications - \$800 \$1,600; 5 - OBD2 readers - \$100 each \$500; 2 - Vehicle entry tools to unlock cars \$100 each \$200; 25 batteries and charging stations for Panasonic Equip. (\$143.41 each) \$3,585; 15 - 3SI GPS Tracking Devices (Medium Bundle) \$10,550 (Yr 2 and Yr 3 \$6,025); 2 SSG Annual Stealth V (Verizon) Covert Tracking Service \$4,587 ea. yr.; 2 SSG Annual MicroTracker Service - AT&T \$2,025 ea. yr.; These items are requested for the new district ORT detectives, Police Support Technicians and the CCAT 2nd team. Tools and supplies are necessary for them to effectively investigate ORT, auto theft and auto accessory theft. RTIC 12 - Transceiver \$27 each \$324. DRONES - Maintenance Mavic 3 Battery Kit x 3 - \$1977, Avata Fly More Kit x 16 \$4,464; DJI Avata Combo, Fly More Kit, Remote Controller, Taclight, and Case - \$2,363 x 16 \$28,356. Small unmanned aircraft systems (sUAS) play an integral part in addressing retail crime and auto-theft. Due to their portability and ease of deployment, they can quickly provide air support to assist with the apprehension of subjects involved in retail and auto-theft activity. In addition to providing air coverage that assists with setting perimeters to contain fleeing subjects, they also have the capability of providing crime scene mapping and recorded video footage that greatly assists in the prosecution of criminal cases. The DJI Avata drone is incredibly agile and can handle the most challenging flying conditions. It will primarily be used to search the interior of structures*

3a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total
Fresno County District Attorney's Office	Calculations below in narrative	\$854,519.00
FCPD - Public Awareness Campaign	Estimates	\$30,000.00
CPD - ICRP	Calculations below in narrative	\$637,262.00
FPD - Public Awareness Campaign	Estimates	\$150,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTAL</b>		<b>\$1,671,781.00</b>

**3b. Professional Services Narrative**

FCDA - 3 extra help Senior DA Investigators: 28 hours a week each. Year 1: Salary \$64,234 Benefits \$10,446 Total \$76,680; Year 2: Salary \$66,758 Benefits \$10,856 Total \$77,614; Year 3: Salary \$66,758 Benefits \$10,856 Total \$77,614  
 Overtime 10 hours a week each. Year 1: Salary \$20,269 Benefits \$1,551 Total \$21,280; Year 2: Salary \$21,064 Benefits \$1,612 Total \$22,676; Year 3: Salary \$21,064 Benefits \$1,612 Total \$22,676  
 TOTAL PERSONNEL \$756,896

3- Vehicles (\$750 per month X 12 = \$9,000 X 3) leased through Enterprise Car Rental for duration of grant period. Year 1-3: \$27,000 annually. The Fresno Multi-Agency Digital (MAD) Lab has evaluated the unit equipment that would best serve the continued digital evidence needs of a Retail Theft Team. The following are estimates of items that would enhance investigative capabilities. Digital Video Recorder Suite DVR Examiner \$5000 perpetual; Tableau Write Block \$448;; Laptop \$2,500; Backpack \$125; Premium Cell Phone Tool Cellebrite UFED Ultimate \$6,450 perpetual; Cellebrite PAAS \$1,500 perpetual; Cellebrite Cheetah \$600; A DVR Suite would allow for mobile digital video recorder analysis. On-site real-time evidence collection could be done even at locations without device passcodes available; Cellebrite offers premium cell phone tools that could be used in accessing and gathering digital evidence related to seized evidence phones. TOTAL EQUIPMENT AND SUPPLIES \$97,263.

4a. Non-Governmental Organization (NGO) Subcontracts		
Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTALS</b>		<b>\$0.00</b>

**4b. Non-Governmental Organization (NGO) Subcontracts Narrative**

N/A

5a. Data Collection and Evaluation		
Description of Data Collection and Evaluation	Calculation for Expense	Total
California State University Fresno		\$75,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTALS</b>		<b>\$75,000.00</b>

**5b. Data Collection and Evaluation Narrative**

Local Evaluation Plan will be conducted by a team of California State University, Fresno Department of Criminology Professors and graduate assistants. The existing collaborative efforts with evaluation team facilities efforts in contracting with them to design and develop effective research methodologies, conduct data collection, and program analysis/evaluation on the proposed project as directed by RFP.

6a. Equipment/Fixed Assets		
Description of Equipment/Fixed Assets	Calculation for Expense	Total
FPD Equipment	Estimates based on quotes	\$3,937,952.00

CPD Equipment	Estimates based on quotes	\$899,623.00
FOPD Equipment	Estimates based on quotes	\$466,000.00
<b>TOTALS</b>		<b>\$5,303,575.00</b>

**6b. Equipment/Fixed Assets Narrative**

FPD – For CCAT - DJI Mavic 3 Thermal Plus, Battery Kit, Speaker, Searchlight - \$8,115 x 3 \$24,345; 10 Panasonic Tablets (\$4,983.61 ea) \$49,836; 10 - Unmarked Vehicles for (MDS \$4K, LPR Cameras \$14K) (\$93,300 ea) \$933,000. For District Detectives: 15 Unmarked Vehicles no equipment (\$71,000 ea) \$1,065,000. 10 - Multi-band portable radios (Motorola APX8000) \$7,500 each \$75,000. These requests are needed for the district detectives and the newly formed 2nd CCAT team.  
 FPD FOR RTIC - 8 workstations \$6,120.99 ea. \$48,968 total; 2 - Hub Switch \$48,531.17 ea. \$97,062 total; Core Switch \$33,182; Storage 100TB \$40,000; Brief Cam \$142,456 annually; Live 911 Software \$7,380 annually; FLOCK SAFETY YEAR 1 \$0, YEAR 2&3 \$83,750; FLOCK SAFETY Separate Agreement 50 cameras \$182,500 Yr 1, \$150,000 Yr 2 & 3; FUSUS Software \$157,350 annually. Because of the more advanced methods of stealing and selling stolen goods, it is essential to have a technology hub to process information for all involved partners in an ORC Group. FPD's RTIC will serve as the ORC hub. New technology integrated into the RTIC can assist in the ID, location, and apprehension of ORC suspect(s). RTIC technologies will also assist in connectivity to retail establishments through the use of the RTIC's mobile application. The RTIC will also assist in the ID, location, and apprehension of ORC suspect(s). RTIC technologies will also assist in connectivity to retail establishments through the use of the RTIC's mobile application.

**7a. Financial Audit**

Description	Calculation for Expense	Total
The Pun Group	Estimated cost for audit of grant	\$25,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTAL</b>		<b>\$25,000.00</b>

**7b. Financial Audit) Narrative:**

The Pun Group, the Certified Public Accountants for the City of Fresno, will perform the financial audit of the grantee's financial records at the end of the grant performance period. The Pun Group has prepared the Single Audit Questionnaire for one year for the City of Fresno. They are a reputable accounting firm with at least 11 years in the accounting business. It is the auditor's responsibility to express an opinion on compliance for each of the City's major federal and state programs based on our audit of the types of compliance requirements. The Pun Group conducts audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance).

**8a. Other (Travel, Training, etc.)**

Description	Calculation for Expense	Total
ICI: Vehicle Theft Investigation Training for 10 sworn personnel	Tuition \$925 ea. X 10 = \$9,250; Per Diem \$71 per day \$142 X 10 = \$1,420; Lodging 2 nights = \$500 X 10 = \$5,000	\$47,010.00
ICI: Core Course Basic Detective School for 10 sworn personnel	Tuition \$300 ea. X 25 = \$7,500; Per diem \$71 per day = \$142 X 25 = \$3,550; Lodging for 2 nights = \$500 X 25 = \$12,500	\$70,650.00
Technology & Investigations Training for 15 sworn personnel	Tuition \$600 ea. X 15 = \$9,000; Per diem \$71 per day = \$355 X 15 = \$5,325; Lodging for 5 nights = \$750 X 15 = \$11,250	\$25,575.00
ICI: Supervisor training for 1 sergeant	Tuition \$800; Per diem \$71 per day = \$426; Lodging for 6 nights = \$250 X 6 = \$1,500	\$2,726.00
Western States Auto Theft School for 10 sworn personnel	Tuition \$500 X 10 = \$5,000; Per Diem \$71 per day \$281 X 10 = \$2,870; Lodging for 4 nights \$1,000 X 10 = \$10,000	\$45,816.00
National Retail Federation Project Training Conference for 12 sworn personnel	Tuition \$625 X 12 = \$7,500; Per Diem \$71 per day \$284 X 12 = \$3,408; Lodging for 4 nights \$1,000 X 12 = \$12,000	\$53,610.00
<b>TOTAL</b>		<b>\$245,387.00</b>

**8b. Other (Travel, Training, etc.) Narrative:**

ICI: Vehicle Theft Investigation Training - In-state. TBD. Example for San Luis Obispo or Sacramento, CA \$15,670 annually.  
 ICI Core Course Basic Detective School. In-state. TBD. \$23,550 annually  
 Technology & Investigations Training. In-state. 5 days. TBD. \$25,575  
 ICI Supervisor training. In-state. TBD. \$2,726 Year 1  
 Western States Auto Theft School. Lake Tahoe. 3-Day Year 1  
 National Retail Federation Project Training Conference 12 officers 3-day training Long Beach, CA \$22,908 Year 1 & 2.  
  
 Fresno Police Department is requesting these in-state trainings and ORT Conferences for our sworn staff to provide them training as best we can for the tasks at hand as a result of this grant and the project requirements.

**9a. Indirect Costs**

For this grant program, indirect costs may be charged using only <b>one</b> of the two options below:	Grant Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization <b>does not have</b> a federally approved indirect cost rate.	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$0</b>	
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization <b>has</b> a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$0</b>	

<i>Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns <b>red</b>, please adjust it to not exceed the line-item noted.</i>	TOTAL	\$0	\$0
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**9b. Indirect Costs Narrative:**

N/A

**OPERATIONAL AGREEMENT  
BETWEEN FRESNO POLICE DEPARTMENT, CLOVIS POLICE  
DEPARTMENT, FRESNO COUNTY PROBATION DEPARTMENT, AND  
THE FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE**

This Operational Agreement stands as evidence that the Fresno Police Department, which includes the implementation of the Fresno Metropolitan Area Organized Retail Task Force and the Clovis Police Department, Fresno County Probation Department, and the Fresno County District Attorney's Office intend to work together toward the mutual goal of creating a collaborative task force with a primary objective of combating and aggressively prosecuting Organized Retail Theft (ORT) offenders. It will provide assistance to retailers in protecting themselves against ORT through various means such as enforcement, education, training, and the implementation of advanced technology. In addition to addressing ORT, the task force will also focus on combating vehicle and accessories thefts in Fresno County.

Each agency agrees to participate in the program in a collaborative effort, if selected for funding. It is agreed that:

Fresno Police Department staff will:

- The department will allocate a dedicated team of 15 area detectives whose sole focus will be to investigate Organized Retail Theft (ORT) crimes. These detectives will prioritize and diligently work on cases related to ORT, utilizing their specialized knowledge and skills to investigate offenders involved in these criminal activities.
- The department will actively engage with local area retailers to encourage and expand participation in the Merchant Shoplift Program. By fostering partnerships with retailers, the department aims to enhance cooperation in effectively identifying and addressing ORT.
- The department will establish a second 10-person CCAT Team to specifically address the issues of auto theft, catalytic converter theft, and chop shops. This expansion will bolster the department's capabilities in investigating and combating these specific criminal activities.

Clovis Police Department staff will:

- CPD will establish specialized task forces dedicated to combating organized retail thefts (ORT). The task forces will contribute to the prevention, detection, and prosecution of individuals and networks involved in organized retail theft.
- Through the integration of intelligence gathering and enhanced surveillance capabilities, the CPD aims to disrupt and deter organized retail theft, ultimately creating a safer environment for businesses and the community.
- The CPD is committed to engaging the community through public awareness campaigns focused on organized retail theft (ORT).

**OPERATIONAL AGREEMENT  
BETWEEN FRESNO POLICE DEPARTMENT, CLOVIS POLICE  
DEPARTMENT, FRESNO COUNTY PROBATION DEPARTMENT, AND  
THE FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE**

Fresno County Probation Department staff will:

- Work in proactive activities, strategies, and programs preventing and responding to ORT, motor vehicle or motor vehicle accessory theft or cargo theft.
- Utilize evidence-based practices that include conducting risk assessments, case plans to determine appropriate treatment and program referrals, for these individuals.
- Collect and provide data to the Fresno Police Department through its automated data technology system, to help meet grant requirements.
- Collaborate with the FPD in its public awareness campaigns in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft through in-person, media and/or social media platforms.

Fresno District Attorney's Office staff will:

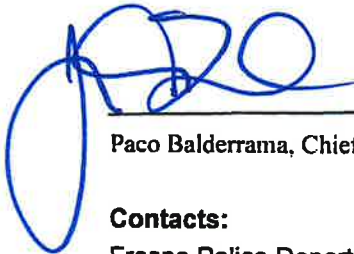
- Provide 3 extra help Senior Investigators working exclusively with the ORT.
- Extend the services of our Cyber and Forensic Unit as a resource to examine suspect(s) cell phone data and to recover evidentiary information from retail store surveillance cameras through their Digital Video Recorders.

**OPERATIONAL AGREEMENT  
BETWEEN FRESNO POLICE DEPARTMENT, CLOVIS POLICE  
DEPARTMENT, FRESNO COUNTY PROBATION DEPARTMENT, AND  
THE FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE**

This agreement will be in effect beginning October 1, 2023 through December 31, 2026. We, the undersigned, as authorized representatives of the Clovis Police Department, Fresno County Probation Department, Fresno County District Attorney's Office and the City of Fresno Police Department do Hereby approve of this document.

**Fresno Police Department:**

**Fresno County Probation Department:**

 7.6.2023  
Paco Balderrama, Chief of Police    Date

 7/6/2023  
Kirk Haynes, Chief Probation Officer    Date

**Contacts:**


Fresno Police Department  
Lieutenant Israel Reyes  
Patrol Division  
PO Box 1271  
Fresno, CA 93715-1271  
[israel.reyes@fresno.gov](mailto:israel.reyes@fresno.gov)

Fresno County Probation Department  
Lori Willits, Deputy Chief Probation Officer  
Realignment Division  
2171 N. Fine Ave.  
Fresno, CA 93727  
[llwillits@fresnocounty.ca.gov](mailto:llwillits@fresnocounty.ca.gov)

**Clovis Police Department:**

**Fresno County District Attorney's Office:**

 7/5/2023  
Curt Fleming, Chief of Police    Date

 7/6/2023  
Lisa A. Smiltcamp, District Attorney    Date

**Contacts:**

Clovis Police Department  
Sandra Macy, Management Analyst  
Police Department Grants  
1233 Fifth Street  
Clovis, CA 93612  
[sandram@ci.clovis.ca.us](mailto:sandram@ci.clovis.ca.us)

Fresno County District Attorney's Office  
Pat McPherson, Chief Investigator  
Investigations Bureau  
2100 Tulare Street  
Fresno, CA 93721  
[pmcpherson@fresnocountyca.gov](mailto:pmcpherson@fresnocountyca.gov)



**PACO BALDERRAMA**

Chief of Police



Mariposa Mall  
P.O. Box 1271  
Fresno, CA 93715-1271

July 5, 2023

Board of State and Community Corrections  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

**RE: Letter of Commitment – BSCC Organized Retail Theft Grant Program**

To whom it may concern:

I am writing you to extend the full support and commitment of the Fresno Police Department to the project proposal for the Organized Retail Theft Prevention Grant Program. As any police chief, my top priority is to maintain a high level of safety for all businesses and residents in my community. The overall goal of the Fresno Police Department is to reduce crime to sustainable lows, by utilizing highly effective crime strategies and technology, which include organized retail, vehicle theft, and catalytic converter investigations and a consistent/productive working relationship with our collaborative partners.

The Fresno Police Department has long recognized the critical importance of strong relationships and cooperation with the Clovis Police Department, Fresno County District Attorney's Office, and Fresno County Probation Department, particularly when it comes to retail, vehicle theft, and catalytic converter thefts. Not only do we strive to improve the overall quality of life for every person in our community in the Central Valley, but also build a high level of trust and communication with those affected by these types of crimes.

I believe that with the support of this grant and continuing to collaborate with our law enforcement partners and our community, we can reduce the number of these crimes and effectively prosecute offenders in the City of Fresno.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paco Balderrama".

Paco Balderrama  
Chief of Police





# CITY *of* CLOVIS

## POLICE DEPARTMENT

1233 FIFTH STREET • CLOVIS, CA 93612

June 30, 2023

Paco Balderrama  
Chief of Police - Fresno Police Department  
2323 Mariposa Street  
Fresno, CA 93721

Subject: Letter of Commitment to BSCC Organized Retail Theft Program

Chief Balderrama

The Clovis Police Department is committed and dedicated in collaborating with the Fresno Police Department and the Fresno County Probation Department in implementing an effective Retail Theft Program. As Chief of Police for the City of Clovis, I recognize the importance of addressing retail theft issues and working hand-in-hand with all regional law enforcement to prevent and mitigate such incidents.

Our organization is deeply concerned about the impact of retail theft on our business, its employees, and the community. We believe a coordinated effort between regional law enforcement can significantly reduce theft incidents, increase apprehensions, and deter potential offenders. With this commitment, we aim to create a safe and secure environment for our citizens and promote a stronger partnership with law enforcement.

We understand that the success of the Retail Theft Program relies on our continued commitment and collaboration. We are dedicated to upholding a cooperative inclusive, and diverse program and working in close partnership with the Fresno Police Department to address retail theft effectively.

Together, we can make a significant difference in combating retail theft and creating an environment that upholds our commitment to ensure public safety and protect all businesses.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Curt Fleming', is written over a light blue horizontal line.

Curt Fleming  
Chief of Police  
Clovis Police Department



## COUNTY OF FRESNO

Lisa A. Smittcamp  
District Attorney

June 29, 2023

To: Board of State and Community Corrections  
From: Fresno County District Attorney's Office

To Whom It May Concern:

We hereby submit this letter to express our endorsement of the Fresno Police Department's dedication to combatting Organized Retail Theft within our community. The Fresno County District Attorney's Office acknowledges the imperative of securing grant funding not only for the purpose of investigating these crimes but also to effectively prosecute them.

The most effective approach to address the challenges that afflict communities, regardless of their size, involves securing funding, allocating resources, and fostering collaboration among diverse agencies. By working together and synergizing our efforts, all agencies and departments thrive, creating a force multiplier effect.

The success of our Multi Agency Gang Enforcement Consortium (MAGEC), Fentanyl Overdose Response Team (FORT), and High Intensity Drug Trafficking Area (HIDTA) exemplify our fruitful collaboration in the Central Valley. These partnerships, particularly MAGEC and FORT, have garnered national recognition as exemplary models of effective collaboration

Our organization stands ready to address these challenges as a partner on this grant proposal and is committed to providing investigative assistance with the following:

1. Three Extra Help Senior Investigators working exclusively with the Organized Retail Theft.
2. Extend the services of our Cyber and Forensic Unit as a resource to examine suspect(s) cell phone data and to recover evidentiary information from retail store surveillance cameras through their Digital Video Recorders (DVR). DVR extractions are crucial to the successful prosecution of these cases.

The Fresno County District Attorney's Office recognizes the immense importance of this program, as well as the crucial necessity of allocating resources and fostering collaboration among law enforcement agencies to safeguard our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa A. Smittcamp". The signature is written in a cursive, flowing style.

Lisa A. Smittcamp  
Fresno County District Attorney



## Fresno County Probation Department

Kirk Haynes, Chief Probation Officer



DATE: June 29, 2023

TO: Board of State and Community Corrections

RE: The Organized Retail Theft Prevention Grant Program

This letter is being submitted to document that the Fresno County Probation Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the Fresno Police Department.

As a part of this grant, Fresno County Probation is aware of the proposed project, is committed to ensuring its success and agrees to participate in collaborating with the Lead Public Agency, the Fresno Police Department. Probation's role will include working with the lead agency in proactive activities, strategies and programs in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

The Fresno County Probation Department is uniquely positioned to identify individuals already under its jurisdiction for probation supervision who are involved in these specific illegal activities, along with future persons placed on supervision, involved in organized retail theft, motor vehicle or motor vehicle accessory theft or cargo. Proactive activities include teaming up with the Fresno Police Department officers to jointly conduct Probation contacts, surveillance, and searches. Probation will utilize evidence-based practices that include conducting risk assessments, case plans to determine appropriate treatment and program referrals, for these individuals. Probation will also collect and provide data to the Fresno Police Department through its automated data technology system, to help meet grant requirements.

Probation will collaborate with the Fresno Police Department in its public awareness campaigns in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft through in-person, media and/or social media platforms.

The Fresno County Probation Department looks forward to a continued partnership with the Fresno Police Department in its important role as a law enforcement agency and helping to prevent and bring justice to victims of crime related to the proposed project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kirk Haynes".

Kirk Haynes, Chief Probation Officer

**OFFICE OF THE CHIEF PROBATION OFFICER**

3333 E. American Ave. / Building 701 / Suite B / Fresno, California 93725

Phone (559) 600-1294 / FAX (559) 455-2488

The County of Fresno is an equal employment opportunity employer

# Policy 402

## Fresno Police Department Policy Manual Racial- or Bias-Based Profiling

### 402.1 POLICY

The Fresno Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly and without discrimination toward any individual or group. *All members shall interact with the public in a professional, impartial, fair, respectful and nondiscriminatory manner.*

Race, ethnicity or nationality, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability or affiliation with any other similar identifiable group shall not be used as the basis for providing differing levels of law enforcement service or the enforcement of the law.

#### 402.1.1 PURPOSE AND SCOPE

This policy provides guidance to department members and establishes appropriate controls to ensure that members of the Fresno Police Department do not engage in racial or bias-based profiling or violate any related laws while serving the community. *All personnel should treat all members of the public with courtesy, professionalism, and respect. Department members should not use harassing, intimidating, derogatory, or prejudiced language, particularly when related to an individual's actual or perceived protected characteristics*

### 402.2 DEFINITION

**Racial- or Bias-Based Profiling** - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, color, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, affiliation with any non-criminal group (protected characteristics), or other similar identifiable group as the basis for providing differing law enforcement service or enforcement (Penal Code §13519.4).

### 402.3 GUIDELINES

Racial or bias-based profiling is strictly prohibited.. However, nothing in this procedure is intended to prohibit an officer from considering factors such as race or ethnicity in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., suspect description is limited to a specific race or group).

- (a) It is the responsibility of all members to prevent, report, and respond appropriately to identify discriminatory or biased practices.
- (b) Members engaging in a non-consensual contact shall be prepared to articulate sufficient reasonable suspicion to justify the contact, independent of the individual's protected class, including but not limited to, traffic stops, field contacts, detentions, as well as asset seizure and forfeiture proceedings.
  - 1) Nothing in this procedure requires any prepared documentation of a contact that would not otherwise require reporting.
  - 2) To the extent that written documentation is completed (e.g., arrest report, F.I. card, etc.), members should include those facts giving rise to reasonable suspicion or probable cause for the contact.
  - 3) While the practice of racial profiling is strictly prohibited, it is recognized that race or ethnicity may be legitimately considered by an officer in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., suspect description is limited to a specific race or group).

#### 402.4 STOP DATA COLLECTION SYSTEM

The Stop Data Collection System (SDCS) is a web based demographic data collection system for lawful detentions, administered by the State of California. Participation in the SDCS is required under Assembly Bill 953 for certain law enforcement agencies, including the Fresno Police Department. The data collected is similar to what the Department has been collecting for over 17 years, however there will be some changes as to when stop data will be collected and transmitted;

- (a) If multiple agencies are involved in a stop and the Department is the primary agency, a Department officer shall collect the data elements and prepare the stop data report.
- (b) When multiple officers conduct a stop, the officer with the highest level of engagement with the person detained shall collect the data elements and prepare the report.
- (c) A SDCS entry shall be completed when a passenger in a vehicle stopped becomes detained independent of the traffic stop.

Enforcement operations, including DUI checkpoints, which stop vehicles at regular intervals are exempt from this requirement, unless the officer develops individualized suspicion regarding an occupant in the vehicle, i.e., driver appears to be under the influence of alcohol/drugs, passenger is wanted.

An officer shall complete all stop reports for stops made during their shift by the end of that shift, unless exigent circumstances preclude doing so. In such circumstances, the data shall be completed as soon as practicable. *In the event a stop report is to be completed during an encounter resulting in an Officer Involved Shooting or In-Custody death, the homicide unit supervisor, or their designee, shall complete the stop data report for the involved officer.*

#### 402.5 TRAINING

- (a) Sworn members will attend POST approved training on the subject of racial profiling.
- (b) Pending participation in such POST approved training and at all times, members are encouraged to familiarize themselves with and consider racial and cultural differences among members of our community.
- (c) Members will thereafter be required to complete an approved refresher course every five years or sooner if deemed necessary in order to keep current with changing racial and cultural trends [PC §13519.4(i)].

#### 402.6 ANNUAL ADMINISTRATIVE REVIEW

The Policy and Procedures Unit will conduct a documented annual administrative review of agency practices including public concerns and complaints regarding bias-based profiling.

- (a) This will include an IA database search for any inquiries or complaints alleging bias-based police practices and review of monthly minutes regarding complaints received at Chief's Advisory Board (CAB) committee meetings.
- (b) This information will be included in the Annual Bias-Based Policing Report with recommendations regarding training issues, policies and procedures, and any changes to Federal or State mandates.

Policy  
**323**

Fresno Police Department Policy Manual  
**Search Warrants / Pre-Planned Tactical Operations**

**323.1 POLICY**

Officers shall take the necessary steps to plan all warrant services carefully to prevent injury to suspects and members. Search warrants are only to be executed by sworn personnel.

**323.1.1 PURPOSE AND SCOPE**

A pre-planned tactical operation is any operation where officers plan on taking some sort of enforcement action. Examples of pre-planned tactical operations are search warrants, knock and talks, probation/parole searches, arrest warrants, etc.

**323.2 COORDINATION WITH SIB**

Any drug enforcement effort shall be coordinated with the Special Investigation Bureau (SIB). Members shall contact a SIB supervisor before proceeding with any drug related investigation likely to lead to a search warrant or “knock and talk” where members have reason to believe a significant quantity of drugs may be located.

**323.3 SEARCH WARRANT PLAN**

All units shall check with a Law Enforcement event deconfliction system, such as WSIN, before proceeding with any search warrant or drug enforcement related investigation at a specific location. Refer to Policy 610.

The case agent and a member of the unit who will serve the warrant shall develop a plan for serving the warrant.

During the planning stage the case agent, a member of the unit serving the warrant and a unit supervisor shall, in person, observe the location to be searched to determine how the search warrant is served, what resources are needed, and to ensure identification of the right location.

There are some situations where it may not be possible to observe the location in person due to its isolation, counter-surveillance, etc. In such cases the case agent and a unit supervisor will evaluate the location by other means. This could include, but is not limited to:

- (a) Review of any surveillance of the location already conducted;
- (b) Information from confidential informants;
- (c) Video of the location;
- (d) Photographs from ground level; and/or
- (e) Photographs from the air.

*“No-Knock” warrants are inherently dangerous and can present a high risk to the safety of both officers and the public. “No-Knock” warrants should only be utilized under the most extreme circumstances for the preservation of life. “No-Knock” warrants can only be obtained through the authorization of a judge, approving “No-Knock” service. Prior to the service of any “No-Knock” warrant, permission shall be obtained from the Chief of Police or their designee. After approval from the Chief of Police or their designee, the “No-Knock” search warrant shall be reviewed by the Unit Commander and SWAT Commander or designee prior to service.*

**323.4 SUPERVISOR RESPONSIBILITIES**

A supervisor shall review and sign the case agent’s plan for the service of every search warrant.

The supervisor shall determine when assistance from the Patrol Division is needed and shall determine the role of the patrol personnel at the search warrant location.

The supervisor or acting supervisor of the unit must be present during the service of the search warrant. When an acting supervisor will be overseeing the warrant service, the Unit Commander or District Commander shall be informed before the warrant is served. A field supervisor or field commander may also be utilized if the unit supervisor is not available.

The supervisor should consider notifying EMS to have an ambulance on stand-by in the area when serving the search warrant.

### **323.5 REQUIRED UNIFORM AND EQUIPMENT**

Plainclothes members participating in the service of a search warrant or are part of a pre-planned tactical operation shall wear Department authorized raid vests. The raid vests shall have visible markings/patches that readily identify the wearer of the vest as a police officer.

Members participating in a pre-planned tactical operation or in the service of a search warrant shall wear their Department issued bullet resistant vests.

There are occasions when a supervisor may elect to have the officers serving the warrant dress in clothing appropriate for the location and type of crime. An example would be detectives, assisted by other officers, serving a search warrant at a school for financial records. The supervisor in charge may decide to have the detectives dress in plainclothes without raid vests but must have at least one officer in a "Class B" uniform present at the location.

Members assisting in serving the warrant shall be armed with their Department issued firearms. Their Department issued firearm(s) shall be the primary weapon when serving any search warrant. A Department issued rifle or shotgun may be used in lieu of the officer's primary duty weapon. Members may have their Department authorized back-up firearm with them.

Consideration should be given, when feasible, to having a marked patrol car at the search warrant location to readily identify the serving of the search warrant as a law enforcement operation.

### **323.6 LOCATIONS SECURED PRIOR TO OBTAINING A WARRANT**

In some instances it may be necessary to secure a location prior to obtaining a warrant. Such situations may not require that all the provisions of this order be followed.

Members at the scene of a crime where they are holding the scene pending a search warrant are not required to complete a Risk Assessment Matrix.

### **323.7 TACTICAL OPERATIONS PLAN**

A member of the unit serving the search warrant shall prepare a tactical operation plan for the service of every search warrant. A pre-planned operation intended to apprehend a suspect in a homicide with a firearm will also require preparation of a tactical operation plan, based on time permitting and the exigency of the specific situation. The member will use the Department approved tactical operations plan format located at L:\LIBRARY\FORMS\Search Warrants - Tac Plans. All sections of the tactical operations plans will be completed. The tactical plan may be modified or updated through the Policy & Procedure Unit.

The tactical operations plan should include, but is not limited to, the following:

- (a) A diagram of the specific location where the warrant is to be served;
- (b) A map of the immediate area showing the location where the warrant is to be served, the streets and alleys around the warrant location, proposed location of perimeter units, proposed approach route and parking area of the entry team(s), and any other features that the case agent deems important;
- (c) Intelligence information gathered on the location and suspects. This should include photos of known suspects, photos of the location, RMS on known suspects, weapons histories, and if any children are at the location;
- (d) Listing of personnel and equipment required to serve the warrant. This would include any special weapons that are needed and any assistance needed from Patrol Division members, air support, K-9's, etc.;

- (e) Communication plan listing the primary channel, if the primary channel will be monitored by dispatch, secondary channel, cell phone numbers, etc.;
- (f) Rally point in case of emergencies;
- (g) Location and route to nearest hospital; and
- (h) Any other information the case agent deems relevant.

The case agent will maintain a copy of the original tactical operations plan in the case file. All copies will be destroyed at the completion of the operation.

A separate form should be used to provide member's cell phone numbers, description of undercover officer or vehicles, confidential informants, or other sensitive information. These forms will not be part of the tactical operations plan and will be destroyed after the conclusion of the operation.

### **323.8 BRIEFING**

A briefing shall be conducted before serving a search warrant or executing a pre-planned tactical operation to apprehend a violent felony suspect. Attendance at the briefing is mandatory for all members serving the search warrant, participating in the service of the warrant or pre-planned tactical operation. The briefing should include, but not be limited to, the following:

- (a) A description of the search warrant location;
- (b) A description of suspect(s), crime(s) involved, weapons, and contraband;
- (c) Identification of point of entry, secondary entry points, rally point(s) and zones of fire;
- (d) Designation of entry team members, equipment they require and how they will deploy;
- (e) Designation of perimeter team members, equipment they require and how they will deploy;
- (f) Role of assisting units such as Patrol Division, air support, etc.; and
- (g) Review of the information contained in the tactical operations plan.

Members at the briefing shall be given a copy of the search warrant tactical operations plan.

### **323.9 NOTIFICATIONS**

Units preparing to serve a search warrant shall notify the Duty Office and the ComCen supervisor prior to serving the search warrant.

- (a) The notification shall include the location where the search warrant will be served and the expected time of service.
- (b) The supervisor shall notify the ComCen supervisor of any special requirements such as a channel dedicated to the unit while they serve the warrant, whether a dispatcher is needed to monitor the channel, etc.
- (c) When a location is secured prior to obtaining a search warrant, the Duty Office and the ComCen supervisor shall be notified of the operation as soon possible.
- (d) The Unit Commander, District Commander, or their designee, shall consult with the SWAT Commander or designee to determine if SWAT will assist in serving the warrant.

The case agent shall notify any law enforcement agency of a pending search warrant in their jurisdiction prior to serving the warrant.

### **323.10 POST SERVICE DUTIES**

A receipt listing seized items shall be left in an in a prominent location. The goldenrod copy of the Property and Evidence Report (PER) may serve as the receipt.

A "Notice of Service" shall be left in a prominent location. After the search warrant location is secure, the case agent may consider having the layout of the location recorded for future reference. This may be done by drawing a diagram, taking photographs, video, etc.

Photographs should be taken at the conclusion of a search warrant to document any damage or lack of damage at the location. The photographs may be taken by the unit serving the warrant or by a Crime Scene Bureau technician.



### **323.11 RISK ASSESSMENT MATRIX**

The Risk Assessment Matrix is used during the search warrant planning stage to determine when consultation with SWAT is required. The Risk Assessment Matrix is a YES/NO criteria based questionnaire and includes information such as the type of crime and criminal histories of suspects involved, that are related to the service of warrants. The case agent, member completing the tactical operations plan or a unit supervisor shall complete the Risk Assessment Matrix and will record any affirmative responses (YES) that apply to their warrant. All boxes shall be marked. The member completing the Risk Assessment Matrix will include all available information including, but not limited to criminal histories/rap sheets, RMS, Automated Firearm System (AFS), prior police reports, social media, and confidential/citizen informants. Risk Matrix numerical values are for FPD operations only. The values are for consistency of preplanned operation service and notification guidelines to include SWAT consultation.

- (a) If any boxes in items 1-5 are marked YES, SWAT should be contacted.
- (b) If two or more boxes in items 6-11 are marked YES, SWAT should be contacted.
- (c) The unit supervisor shall notify the Bureau or District Commander before the service of any warrant or consultation with the SWAT commander or designee.
- (d) The unit member, or unit supervisor, completing the Risk Assessment Matrix shall consult with the SWAT Commander, or designee, if the above criterion is reached to determine if SWAT will assist in serving the warrant.
- (e) SWAT notification shall be reflected in the tactical operations plan and any police report associated with the service of the search warrant. If SWAT was not used, this shall be reflected under "SWAT Contacted" and "SWAT Utilized" on the Risk Assessment and the police report as well. The name of the SWAT commander or designee consulted shall be included in the tactical operations plan and police report.

The Risk Assessment Matrix cannot cover all the possibilities relating to the serving of warrants. Although the score on the Risk Assessment Matrix may not require consultation with the SWAT Commander or designee, there may be cases where such consultation might be appropriate.

A copy of the Risk Assessment Matrix shall be included in the plan for serving all search warrants. A copy of the Risk Assessment Matrix is attached at the end of this order.



## FRESNO POLICE DEPARTMENT



### Risk Assessment

Items 1-5 (Check mark "Yes" to 1 of the criteria listed below, SWAT should be contacted)	Yes	No	Explain
1. Is the location fortified? (i.e sally ports, internal fortifications, multiple gates, steel doors, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
2. Firearms believed to be on premises and the suspect(s) have made threats to use them?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
3. Automatic weapons, explosives or military ordinance on the premises?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
4. Suspect(s) have history of felonious assault on Peace Officer involving weapons?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
5. Based upon specific articulable facts, is there a likelihood of violent/armed confrontation?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.

Items 6-11 (Check mark "Yes" to 2 or more criteria listed below, SWAT, should be contacted.)	Yes	No	Explain
6. Sophisticated counter surveillance? (CCTV, intrusion devices, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
7. Are the suspect(s) 3 strikes candidates involving violence?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
8. Do the suspect(s) have propensity for violence?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
9. Security screens on doors and/or windows?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
10. Have specific threats of violence been made against Peace Officers?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
11. Suspect is a member of a gang, criminal organization or militant group.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.

When preparing an operational plan, this checklist shall be incorporated into the plan and used to evaluate the need for assistance from SWAT. Any number of circumstances may dictate that SWAT be used. Officers and supervisors are encouraged to contact SWAT Team supervisors whenever questions arise concerning the evaluation of the above listed criteria.

SWAT Contacted: Yes  No  Name: Click here to enter text.

Date/Time: Click here to enter text.

SWAT Utilized: Yes  No

If not, explain briefly: Click here to enter text.

Prepared by: Click here to enter text.

Date: Click here to enter text.

Reviewed by: Click here to enter text.

Date: Click here to enter text.

Policy  
**439**

**Fresno Police Department Policy Manual**  
**small Unmanned Aerial Systems (sUAS)**

**439.1 POLICY**

Unmanned aerial systems may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a small unmanned aerial system (sUAS) will be in strict accordance with Constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. Department members may request a sUAS for assistance in order to maximize officer safety and facilitate the goals of the Department.

**439.1.1 PURPOSE AND SCOPE**

The purpose of this policy is to establish guidelines for the use of a sUAS and for the storage, retrieval and dissemination of images and data captured by the sUAS.

**439.2 DEFINITIONS**

**Certificate of Waiver or Authorization (COA)** - Authorization issued by the FAA for gaining approval when there is a need to operate a sUAS outside of the provisions of FAA Part 107.

**FAA Part 107** - Rules for operating sUAS (other than model airplanes) set by the Federal Aviation Administration (FAA).

**Small Unmanned Aerial System (sUAS)** - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording or any other means.

**439.3 PRIVACY**

The use of the sUAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during sUAS operations.

**439.4 PROGRAM COORDINATOR**

The Chief of Police will appoint a program coordinator who will be responsible for the management of the sUAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations and best practices and will have the following additional responsibilities:

- (a) Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current;
- (b) Ensuring that all authorized operators and required observers have completed all required FAA and Department-approved training in the operation, applicable laws, policies and procedures regarding use of the sUAS;
- (c) Developing uniform protocol for submission and evaluation of requests to deploy a sUAS, including urgent requests made during ongoing or emerging incidents;
- (d) Developing protocol for conducting criminal investigations involving a sUAS, including documentation of time spent monitoring a subject;
- (e) Implementing a system for public notification of sUAS deployment;
- (f) Developing an operations manual governing the deployment and operation of a sUAS including, but not limited to, safety oversight, use of visual observers, establishment of lost link procedures and secure communication with air traffic control facilities;

- (g) Developing a protocol for fully documenting all missions;
- (h) Developing a sUAS inspection, maintenance and record-keeping protocol to ensure continuing airworthiness of a sUAS, up to and including its overhaul or life limits;
- (i) Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody;
- (j) Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules;
- (k) Facilitating law enforcement access to images and data captured by the sUAS;
- (l) Recommending program enhancements, particularly regarding safety and information security; and
- (m) Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.

#### **439.5 USE OF sUAS**

Only authorized operators who have completed the required Department training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible for use in viewing areas only where there is no protectable privacy interest, or where exigent circumstances exist and such use is authorized by this Policy or deemed necessary for public safety purposes.

sUAS operations should only be conducted during daylight hours and a sUAS should not be flown over populated areas, unless operating under an appropriate, valid FAA waiver.

#### **439.6 PROHIBITED USE**

The sUAS video surveillance equipment shall not be used:

- (a) To conduct random surveillance activities;
- (b) To target a person based solely on *actual or perceived characteristics such as race, sex, sexual orientation, gender, gender identity or expression, age, ethnicity, religion, creed, color, national origin, disability, marital status, military and veteran status, or any other classification or status protected by law*;
- (c) To harass, intimidate or discriminate against any individual or group; or
- (d) To conduct personal business of any type.

The UAS shall not be weaponized.

#### **439.7 RETENTION OF UAS DATA**

Data collected by the sUAS shall be retained as provided in the established records retention schedule.

**APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster**

	<b>Name</b>	<b>Title</b>	<b>Organization / Agency</b>
<b>1</b>	Ryan Allain	Director	Government Affairs, California Retailers Association
<b>2</b>	Chesa Boudin	Executive Director	Criminal Law & Justice Center – UC Berkeley School of Law
<b>3</b>	Michelle Brown	Retired Chief Probation Officer	San Bernardino County
<b>4</b>	Derek Casebeer	Chief Deputy	Sacramento County Probation Department
<b>5</b>	Tracie Cone	Public Information Officer	Board of State and Community Corrections
<b>6</b>	Jason Craven	Officer	CA Highway Patrol Organized Retail Crime Task Force & Sacramento County Auto Theft Suppression Task Force
<b>7</b>	Jason Daughrity	Retired CHP Captain	Commander of Field Support Section
<b>8</b>	Sandra Dinong	Associate Governmental Program Analyst	Board of State and Community Corrections
<b>9</b>	Evonne Garner	Retired Deputy Director	Board of State and Community Corrections
<b>10</b>	Mary Jolls	Retired Deputy Director	Board of State and Community Corrections
<b>11</b>	Nicole Kirkaldy	Restorative Justice and Diversion Program Director	Yolo County District Attorney's Office
<b>12</b>	Mercedes Morales	Associate Governmental Program Analyst	Board of State and Community Corrections
<b>13</b>	Ryan Okimura	Staff Services Manager I	Board of State and Community Corrections
<b>14</b>	Nancy O'Malley	Retired District Attorney	Alameda County
<b>15</b>	Chelsea Paez	Staff Services Manager I	Board of State and Community Corrections
<b>16</b>	Bao Phan	Associate Governmental Program Analyst	Board of State and Community Corrections
<b>17</b>	Rodney Rego	Captain	Elk Grove Police Department
<b>18</b>	Michelle Solorzano	Sr. Project Manager	City of El Monte
<b>19</b>	Ashley Taylor	Associate Governmental Program Analyst	Board of State and Community Corrections
<b>20</b>	Eric Taylor	Sheriff	San Benito County

## APPENDIX B: Grantee Assurance for Non-Governmental Organizations

The Organized Retail Theft Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)<sup>1</sup> providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Organized Retail Theft Grant Program Grant funds (as either a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Organized Retail Theft Grant Program grantee;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address within California. (An agent for service of process with a California address is insufficient.)

### Completing the NGO Assurance (Following Page)

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known),
3. Check Yes or No to indicate if each contracted part meets the requirements
4. Sign and Submit to the BSCC

**NOTE:** If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the "Name of Contracted Party" field and sign the document.

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<sup>1</sup> For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

**APPENDIX B: Grantee Assurance for Non-Governmental Organizations**

Provide your agency name and in the table list information for all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

\*Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE X		DATE	