

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1172- 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

**San Mateo County Sheriff's Office**

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:

**\$15,643,538.00**

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 |
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\* 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.)

**San Mateo County Sheriff's Office**

CONTRACTOR BUSINESS ADDRESS

400 County Center, 3<sup>rd</sup> Floor

CITY

Redwood City

STATE

CA

ZIP

94063

PRINTED NAME OF PERSON SIGNING

Christina Corpus

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

9-28-2023

**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 San Mateo County Sheriff's Office (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: Christina Corpus

Title: Sheriff

Address: 400 County Center, 3rd Floor, Redwood City CA 94063

Phone: 650-363-4911

Email: ccorpus@smcgov.org

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

Name: Stacey Stevenson

Title: Director of Finance

Address: 400 County Center, 3rd Floor, Redwood City CA 94063

Phone: 650-599-1778

Email: sstevenson@smcgov.org

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

Name: Kimberly Honciano

Title: Director of Technology Services

Address: 400 County Center, 3rd Floor, Redwood City CA 94063

Phone: 650-599-1711

Email: khonciano@smcgov.org

- 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  | Due no later than:<br>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         | Due no later than:<br>April 1, 2024 |
| 2. Final Local Evaluation Report | June 1, 2027                        |

#### C. Other

|                        |                                    |
|------------------------|------------------------------------|
| Financial Audit Report | Due no later than:<br>June 1, 2027 |
|------------------------|------------------------------------|

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.<br/>Grant Funds</b> |
|--|---------------------------|
| 1. Salaries and Benefits                               | \$655,176                 |
| 2. Services and Supplies                               | \$14,817,701              |
| 3. Professional Services or Public Agency Subcontracts | \$0                       |
| 4. Non-Governmental Organization (NGO) Subcontracts    | \$0                       |
| 5. Data Collection and Evaluation                      | \$150,000                 |
| 6. Equipment/Fixed Assets                              | \$0                       |
| 7. Financial Audit (Up to \$25,000)                    | \$15,000                  |
| 8. Other (Travel, Training, etc.)                      | \$5,661                   |
| 9. Indirect Costs                                      | \$0                       |
| <b>TOTALS</b>  | <b>\$15,643,538</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>San Mateo County Sheriff's Office</b>  | 07/07/2023   |
|       | by <b>Jennifer Gragasin</b> in <b>Organized Retail Theft Prevention Grant Program</b> | id. 41333957 |
|       | jgragasin@ncric.ca.gov  |              |

## Original Submission 07/07/2023

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   | This section requests information about the applicant's name, location, mailing address, and tax identification number.  |
| Name of Applicant (i.e., Police Department, Sheriff's Department, or Probation Department) | <b>San Mateo County Sheriff's Office</b>   |
| 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> |
| Multi-Agency Partnerships  | <b>Yes: This is a Multi-Agency Partnership Application</b>   |

|  |   |
|--|---|
| Identification of Multi-Agency Partners                              | <b>Atherton Police Department</b><br><b>Belmont Police Department</b><br><b>Broadmoor Police Department</b><br><b>Burlingame Police Department</b><br><b>Colma Police Department</b><br><b>East Palo Alto Police Department</b><br><b>Foster City Police Department</b><br><b>Menlo Park Police Department</b><br><b>Northern California Regional Intelligence Center Fusion Center (NCRIC)</b><br><b>Pacifica Police Department</b><br><b>Redwood City Police Department</b><br><b>San Mateo County Sheriff's Office</b><br><b>San Mateo County Vehicle Theft Task Force (VTTF)</b><br><b>South San Francisco Police Department</b>  |
| Lead Public Agency Information                                       | <b>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.</b> |
| Lead Public Agency   | <b>San Mateo County Sheriff's Office</b>  |
| Applicant's Physical Address   | <b>400 County Center</b><br><b>3rd Floor</b><br><b>Redwood City</b><br><b>CA</b><br><b>94063</b><br><b>US</b>   |
| Applicant's Mailing Address (if different than the physical address) | <b>n/a</b>  |
| Mailing Address for Payment  | <b>400 County Center</b><br><b>3rd Floor</b><br><b>Redwood City</b><br><b>CA</b><br><b>94063</b><br><b>US</b>   |
| Tax Identification Number  | <b>94-6000532</b>   |

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 **Kimberly  
Honciano**

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Project Director's Title with  
Agency/Department/Organization **Director of Technology Services**

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Project Director's Physical Address **400 County Center  
3rd Floor  
Redwood City  
CA  
94063  
US**

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Project Director's Email Address **khonciano@smcgov.org**

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Project Director's Phone Number **+16505991711**

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Financial Officer **Stacey  
Stevenson**

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Financial Officer's Title with  
Agency/Department/Organization **Director of Finance**

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Financial Officer's Physical Address **400 County Center  
3rd Floor  
Redwood City  
CA  
940063  
US**

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Financial Officer's Email Address **sstevenson@smcgov.org**

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Financial Officer's Phone Number **+16505991778**

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Day-To-Day Program Contact **Kimberly  
Honciano**

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Day-To-Day Program Contact's Title **Director of Technology Services**

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Day-To-Day Program **400 County Center**  
Contact's Physical **3rd Floor**  
Address **Redwood City**  
**CA**  
**94063**  
**US**

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Day-To-Day Program **khonciano@smcgov.org**  
Contact's Email  
Address

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Day-To-Day Program **+16505991711**  
Contact's Phone  
Number

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Day-To-Day Fiscal **Kimberly**  
Contact **Honciano**

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Day-To-Day Fiscal **Director of Technology Services**  
Contact's Title

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Day-To-Day Fiscal **400 County Center**  
Contact's Physical **3rd Floor**  
Address **Redwood City**  
**CA**  
**94063**  
**US**

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Day-To-Day Fiscal **khonciano@smcgov.org**  
Contact's Email  
Address

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Day-To-Day Fiscal **+16505991711**  
Contact's Phone  
Number

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Name of Authorized **Christina**  
Officer **Corpus**

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Authorized Officer's **Sheriff**  
Title

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Authorized Officer's **400 County Center**  
Physical Address **3rd Floor**  
**Redwood City**  
**CA**  
**94063**  
**US**

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Authorized Officer's **ccorpus@smcgov.org**  
Email Address

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Authorized Officer's **+16503634911**  
Phone Number

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|                                   |  |
|-----------------------------------|--|
| 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>San Mateo County Sheriff's Office and Partner Agencies Organized Retail Theft Prevention Grant Program</b>  |
| Proposal Summary                  | <p><b>Together, the Sheriff's Office, NCRIC, VTTF, and County LEAs will execute a strategic effort to prevent and respond to organized retail theft, motor vehicle and accessory theft, and cargo theft in San Mateo County as well as the Federal Northern District of California via the following key initiatives:</b></p> <ul style="list-style-type: none"> <li><b>• Organized Retail Crime – Incident and Threat Reporting Exchange (ORC ITREx)</b></li> <li><b>• Regional Automated License Plate Reader Data Sharing Platform (Regional ALPR)</b></li> <li><b>• Countywide Investigations, Data Sharing and Reporting Platform</b></li> <li><b>• Forensic Laboratory Information Management System (LIMS)</b></li> <li><b>• Digital Forensics and Investigative Solutions</b></li> <li><b>• Technology Sustainment Team</b></li> </ul> |
| PROGRAM PURPOSE AREAS             | <b>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.</b>  |
| Program Purpose Areas (PPAs):     | <p><b>PPA 1: Organized Retail Theft</b></p> <p><b>PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft</b></p> <p><b>PPA 3: Cargo Theft</b></p>   |

Funding Category Information

**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.**

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Funding Category

**Large Scope (Up to \$15,650,000)**

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SECTION IV - PROPOSAL NARRATIVE AND BUDGET

**This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.**

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**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).**

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Project Need

**The San Mateo County Sheriff's Office (SO), representing unincorporated areas and the contracted areas of Half Moon Bay, Millbrae, Portola Valley, San Carlos, and Woodside, led a comprehensive multi-jurisdictional assessment to evaluate regional efforts to prevent and address organized retail theft (ORT), motor vehicle theft (MVT) and motor vehicle accessory theft (MVAT), and cargo theft (CT). Reported findings represent statistics from January 1, 2018, through June 30, 2023, for the SO, the Northern California Regional Intelligence Center (NCRIC), the San Mateo County Vehicle Theft Task Force (VTTF), the San Mateo County Cargo Theft Task Force (AIRCATS) and Police Departments (PD) from the following cities/towns in the county: Atherton, Belmont, Broadmoor, Burlingame, Colma, East Palo Alto, Foster City, Menlo Park, Pacifica, Redwood City, and South San Francisco (County LEAs).**

**County LEAs have experienced a 43% increase in retail theft. Five PDs spread across the county reported nearly double the shoplifting**



**cases annually between 2018 and 2022. These statistics reflect the prevalence of major ORT rings such as those discovered during the SO's Operation Proof of Purchase and Operation Shattered Glass, 2020 investigations that led to 13 convictions and over \$12.3M in recovered stolen items and money seized. While these cases illustrate our multi-agency collaboration to address ORT, it is also exemplary of the prevalent threat these crimes pose to our communities.**

**Metrics from 2022 continue to reflect the growing threat to our County LEAs' jurisdictions. Past investigations reveal criminals have become exceedingly sophisticated, utilizing crimes that yield little public attention or judicial consequence when treated as isolated offenses. They exploit jurisdictional boundaries and commit crimes across large areas, utilizing multiple transportation modes including stolen vehicles and public transit, and leveraging multiple internet and telecommunication platforms to disguise conversations. A loss prevention agency representing four major retailers at Metro Center shopping area in Colma reported \$13.4M in merchandise stolen in 2022. Colma PD handles the reports; however, Broadmoor PD covers the ingress/egress routes near Metro Center, and the BART station suspected criminals use to quickly enter/exit the area. Broadmoor PD takes 500+ assist calls annually with Colma PD, yet neither have the resources to provision modern technologies to enhance their data collection and information sharing.**

**Several small County LEAs support highly victimized retail theft areas directly or indirectly like Broadmoor PD. East Palo Alto houses large retailers like Target, Ikea, Nordstrom Rack, and Home Depot and is adjacent to the more affluent and retail-dense Palo Alto. South San Francisco has three of the four Costco stores in the county. Menlo Park oversees the major entry/egress paths for Stanford Shopping Center in an adjacent city. These agencies are critically located with limited ability to procure technological solutions, leaving geographical gaps in intelligence and services that undoubtedly hinder our ability to address ORT. Larger agencies have historically procured solutions in isolation that, when compounded, results in high costs and siloed data sets. Staff spend more time searching multiple databases, transferring and sharing valuable insights via spreadsheets, fax machines, and other inefficient methods.**

**These same challenges drastically affect our County LEAs ability to combat MVT, MVAT, and CT. MVT has been so significant to our community's quality of life that in 1994, the County Board of Supervisors implemented the VTTF focused on the investigation of MVT involving individual and organized criminal acts. Nonetheless, annual MVT rates rose 88% from 2018 to 2022, including extreme increases in several cities including Burlingame (73%), Colma (94%), Foster City (94%), Menlo Park (88%), Pacifica (118%), and Redwood City (56%).**

**MVAT also exploded in the past five years, punctuated by catalytic converter thefts that plague our residents. County LEAs reported**

between 98% and 1463% increases in vehicle parts reported stolen between 2018 and 2022. These crime rates continue to hold through May 2023, showing no signs of decrease.

The San Francisco International Airport (SFIA) resides in San Mateo County. All criminal investigations generated at the airport, including those from the San Francisco Police Department (SFPD) are forwarded to the SO's detectives for follow-up. In 2022, the SO supported 1,118 SFIA cases, resulting in 384 investigations, and recovered stolen vehicles valuing \$2,038,709, and stolen rental vehicles valuing \$2,883,741.

The SO, SFPD, and the Federal Bureau of Investigation (FBI) also partner to staff the AIRCATS whose objective is to prevent, investigate and prosecute persons who commit unlawful trafficking of stolen cargo. Cargo theft cases more than doubled between 2021 (460 cases) and 2022 (943 cases). Current statistics indicate an ongoing rise in cargo theft at SFIA.

These criminals and networks operating compound to over \$1 billion annually in retailer revenue loss for California and there are no observable decreasing trends to MVT, MVAT, and CT in the County LEAs' jurisdictions. The SO is applying to this grant as the lead agency in the Large Scope Category in partnership with NCRIC, VTTF, and the County LEAs to fund essential solutions needed to effectively address these crimes. We unanimously support the need to implement a series of information gathering and sharing technology platforms with near real-time collaboration to better identify and mitigate the threat from organized crime actors and groups. Our agencies must standardize on a single platform to allow for enhanced collaborative investigations and coordinated efforts, building upon pre-existing technology in the region to optimize costs and expedite onboarding. In provisioning a multitude of digital forensics and investigative solutions, all agencies can maximize use of these shared resources and the region's investigators can better serve the entire county. Without funding to support these implementations, private businesses and public agencies cannot participate in the greater collaboration strategies proposed. Criminals will continue to expand their capabilities with products like the dark web and burner phones, which will exacerbate the ever-mounting challenges we face to address and prevent ORT, MVT, MVAT, and CT.

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Project Description

Together, the SO, NCRIC, VTTF and County LEA's will implement a suite of long-lasting data sharing and collaboration platforms and investigative tools that will fulfill the project needs that heavily influence our county's ability to successfully address and prevent retail, vehicle/accessory and cargo theft in the target areas and populations of San Mateo County (455 square miles of land, 774,000 residents, 20 incorporated cities and townships) and the greater Northern District of California (stretches from Del Norte County in the north to Monterey County in the south, nearly 9 million residents, and 15 counties). The SO, as lead agency, will facilitate a countywide workgroup comprised of all partners under this application to

coordinate the procurement and deployment of all solutions funded under this grant. Signed Letters of Commitment have been secured by all participating agencies, as well as the San Mateo County District Attorney's Office's endorsement of the Letter of Commitment and Impact, indicative of the unanimous multi-jurisdictional and regional support of the solutions outlined that achieve the overall goals and objectives intended in this grant.

The Organized Retail Crime Incident and Threat Reporting Exchange (ORC ITREx) will be a statewide solution that improves private sector and public safety information sharing, analysis, and strategy development to identify and mitigate the threat from ORC actors and groups, built by leveraging California's State Threat Assessment System (STAS) outreach programs. After a 12-week implementation period, features of the ORC ITREx will include near real-time geospatial incident reporting, automated trend analysis, incident spike alerts, group chat, searchable intelligence and crime bulletin storage, a searchable private sector and public safety partner directory, connections to existing reporting platforms for automated incident reporting, and video teleconference capability for up to 25,000 users. The system will include role-based access allowing law enforcement and private sector partners to securely connect, and a public-facing portal for individuals to report organized retail crime information.

The Regional Automated License Plate Reader (ALPR) Platform will integrate and unify disconnected ALPR data points across agency jurisdictions and ALPR developers' systems into one sharing platform and user interface provided by C3.ai, hosted in the SO's AWS Gov Cloud environment. The platform will consume at least four of the most common vendor ALPR sources in the region and allow agencies to access the data, even if they are non-contributors, allowing for vendor-agnostic collaboration and associating of incidents. Investigators and analysts are better empowered to potentially connect multiple crimes to repeat offenders or organized groups, locate subjects of investigation after the crime, recover stolen goods, or alert on upcoming activity.

C3.ai will expand the SO's existing solution to the County LEAs, creating a standardized Countywide C3.ai Law Enforcement Platform (C3.ai LE) investigative and data sharing solution. Following the SO and Daly City PDs' joint pilot work plan, and optimized on the SO's AWS Gov Cloud environment, C3.ai will implement the following features over a 15-month period: agency onboarding inclusive of the County LEAs' records system integration (RIMS Fusion Center move & integration); eight independent data source integrations, 17 system enhancements designed to accelerate organized retail, vehicle/accessory and cargo theft investigations, integration with the regional ALPR platform, role-based access controls and security, end user training and support, and all required system audit logs and reporting. This "one-stop shop" platform will be available to the County LE A's, effectively eliminating data siloes and intelligence gaps and exponentially increasing operational efficiencies and collaboration.

The SO requests funding for two positions to develop a Technology Sustainment Team with the objective of facilitating long-term sustainment of the multi-jurisdictional platforms implemented via the grant. The SO requests funding for one limited-term Information Systems Lead Client Services Specialist to manage the C3.ai LE platform and the regional ALPR in AWS Gov Cloud. This technical resource will support onboarding agencies and connecting data sources to both solutions, ensuring the systems meet all security requirements and best practices. The employee will train staff in each agency and facilitate development of a committee-based technical governance strategies to support the applications ongoing, and the position will term at the end of the grant period. A dedicated Sheriff's Lieutenant will participate in a multi-jurisdictional work group focused on the expansion of C3.ai LE and represent and support feature designs, testing, operations training, and policy development and updates to ensure successful implementation. The Sheriff's Office will absorb the cost of the lieutenant after the grant term as an investment into the long-term sustainability of the platform's multi-jurisdictional operational use.

Of the 7,000 case submissions the SO Forensic Laboratory (Crime Lab) receives each year, 22.5% are from the SO, 5% are from out-of-county agencies, and 72.5% are from County LEAs. The current Laboratory Information Management System (LIMS) is inadequate to manage and extract the variety of latent, DNA and firearm evidence often collected and generated from retail and vehicle theft investigations, nor can the system integrate with other intelligence software. A new, more robust LIMS solution integrated with C3.ai LE will allow the Crime Lab to share laboratory-generated leads with County LEAs exponentially faster.

Flock is the fastest-growing ALPR and digital video capture solution in the county and region. The SO has obtained a unique, cost-optimized proposal for a Flock Countywide Integration of the vendor's Advanced API data feed to C3.ai's regional ALPR solution. Additionally, the SO and County LEAs will provision 24 CCTV-like solutions (potentially the Flock Condor product) and strategically place these cameras at intersections of entry/egress routes to major retail centers in the County LEAs' jurisdictions.

The Sheriff's Office will implement a suite of Digital Forensics and Investigative Solutions to collect, protect, and analyze the growing volume and variety of mobile device, CCTV and other digital media that often contains the most crucial and convincing evidence during investigations, such as identification of co-conspirators, actors' reach potential across jurisdictions, connections to unsolved crimes, and locations of stolen property and fencing operations. By deploying a host of technological solutions and trainings, the SO will be better equipped to support investigations internally, and externally, for agencies requesting assistance with their investigations. This suite will include:

- 2-month trial plus 1-year subscription to Babel Street to help search

and located social media and dark web content relevant to investigations

- 1-year subscription to Crime Tracer, a nationwide law enforcement data aggregator for discovering offender insights outside the county
- StarChase Guardian systems (30 vehicle, 6 handheld) distributed across all six SO jurisdictions, allowing patrol to discharge GPS tracking projectiles on fleeing suspect vehicles, thereby eliminating the public safety risk of engaging in pursuit
- Expansion of Cellebrite and GreyKey mobile device data extraction hardware, each unique to extrapolating data from different mobile operating system (i.e. iOS, Android), plus 3 years of software subscriptions
- 1-year subscription to LeadsOnline CellHawk solution to ingest and transform call data and geospatial information into an intuitive and visual representation, all legally audit-tracked and permissible in court
- 1 Special Services Group concealment camera that can be placed in a non-descript “drop car” for monitoring areas for vehicle/accessory theft, allowing for increased efficiency in otherwise labor intensive physical surveillance operations
- 1 Mission Darkness digital evidence cabinet with radio frequency shielding to protect mobile devices from remote deletion or tampering, including when in “airplane mode”, ensuring the integrity of devices when collected and examined during investigations
- 1 Magnet Forensics DVR Examiner hardware and 3-year software subscription to assist victimized retailers and loss prevention staff who may not have the knowledge or skills to recover video surveillance from private security systems
- 3-year subscription to Cubic Digital Intelligence Motion DSP Forensic Studio software. The SO will be one of only two agencies in the county to help enhance video images and recordings impacted by proprietary formats or low-quality resolution
- 3 3-year licenses to Hunch.ly, a browser plug-in that documents and reconstructs an investigator’s path while searching open-source websites, including training on other Python-based open source intelligence-gathering tools
- 4 3-year subscription to Visualping.io, allowing investigators to tag designated social media services and receive automated email/text notifications of changes and updates
- 3 1-year subscriptions to Enterprise Speakers IntelTechniques, an open-source intelligence resource and training site where analysts can access 90 hours of training videos to receive certification and custom investigative tools

The SO, NCRIC, VTTF and County LEAs jointly take great responsibility in ensuring all solutions and initiatives under this grant are executed in accordance with all Federal Bureau of Investigations and California Justice Information Systems (CJIS) security policies (v5.9.2). NCRIC will ensure the ORC ITREx solution is governed by existing STAS privacy policy approved by the United States Department of Justice and the Department of Homeland Security to protect privacy, civil rights, and civil liberties, and civil liberties training is regularly provided to all Fusion Center personnel to limit

racial bias. All participating agencies will adhere to their agency and/or NCRIC-level ALPR surveillance, privacy and limiting racial bias policies.

Moreover, the SO has additional collaboration with C3.ai, Amazon Web Services and the Center for Policing Equity to proactively engage in the latest best practices around transparency and equity within more modern technologies. The SO works with Dr. Nashlie Sephus, PH.D. the Principal AI/ML Tech Evangelist at AWS, who focuses on fairness and identifying biases in AI technologies. While the platforms we will execute have no AI/ML algorithms in operation today that could result in these unintended outcomes, the SO is nonetheless committed to “unblackboxing” technology with accurate and understandable documentation to address public perceptions of the tools we utilize. The SO will develop a “responsible use” policy inclusive of data-driven best practices to monitor and mitigate risk of unintended data drift in applicable software solutions.

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Project  
Organizational  
Capacity and  
Coordination

The San Mateo County Sheriff’s Office (SO) and partnering agencies have the combined experience and applicable fiduciary authority to administer all projects and initiatives under this grant. Under the SO Fiscal Bureau, grant funding will be kept in a unique account with each project having a designated job ledger code for financial trackability. Confirmation via resolution by the San Mateo County Board of Supervisors will be executed prior to the BSCC releasing funds to the SO, ensuring alignment with the grant’s intent and directions. The SO will follow all county procurement policies for services and solutions rendered and onboard the third-party evaluator and financial auditor to support completion of all reporting requirements.

The United States Department of Homeland Security and the State of California designated the NCRIC as the Northern District of California’s law enforcement and public safety “fusion center”. The NCRIC’s Executive Board designated the SO to serve as the fiduciary and fiscal agent for the NCRIC and conducts all administrative and fiscal transactions on behalf of the NCRIC.

The NCRIC has a robust history of developing and implementing data integration solutions and regional intelligence management systems across California. The NCRIC Director of Private Sector Engagement and former Executive Director of Infragard National Members Alliance will lead the 12-week ORC ITREx project. NCRIC’s Assistant Director of Cyber and Technology will be the second lead for the Regional ALPR platform in conjunction with C3.ai.

With over 15,000 vetted law enforcement partners, 2,000 non-law enforcement government partners, and 800 private sector partners, the NCRIC anticipates up to six months to coordinate vendor selection and contracting, and execution of agencies’ updated data sharing agreements and memorandums of understanding (MOU). NCRIC staff will oversee all platform training, user vetting and onboarding, and system auditing required by law and this grant.

**Commercial platforms will be selected to minimize ongoing costs post grant.**

**The SO has been working with C3.ai and Amazon Web Services (AWS) since January 2022. After successfully implementing the C3.ai LE solution in March 2023, the Daly City Police Department (not represented in this grant application) onboarded as a joint pilot project to validate C3.ai's ability to ingest data from multiple agencies' siloed systems. The SO and DCPD confirm C3.ai's ability to successfully implement the multi-jurisdictional solution, inclusive of all features and security controls required. Further, the SO and DCPD have jointly worked to "templatize" the process, CJIS documents and MOUs for the County LEAs to onboard to both C3.ai LE and the SO's AWS Gov Cloud environment over a 15-month period. County LEAs will fund their portion of the C3.ai LE and AWS hosting costs post grant.**

**The SO anticipates needing three months to execute the C3.ai LE and AWS contracts. The SO IT Director will serve as the project director for the entire grant and two full-time FTEs onboard. One IS Client Systems Specialist - Senior will support the expansion of the SO's AWS Gov Cloud platform and train agency administrators to eventually self-govern long-term. One SO Lieutenant (Lt.) will participate in a multi-jurisdictional workgroup tasked under the San Mateo County Police Chiefs and Sheriff's Association (PCSA) to orchestrate the expansion of C3.ai LE. The PCSA has a long-standing practice of establishing these focused workgroups with bylaws, meeting schedules, and applicable officer roles to ensure successful program implementation and longevity. The SO will absorb the Lt. position as part of the long-term strategy to develop a Technology Sustainment Team to support the training and policy changes needed as technology evolves over time.**

**The SO has already secured quotes for all the Digital Forensics and Investigative Solutions itemized in this grant, as well as budgetary estimates for the LIMS System. Designated SO staff will procure all digital forensics and investigative solutions, which can be rapidly implemented. Some tools will be evaluated during the first year before the SO commits to ongoing subscriptions. The LIMS system will likely require 6-12 months to procure and implement, as forensic software solutions must undergo strict credentialing and compliance checks. The SO will absorb the ongoing costs of the software post-grant.**

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Project Evaluation  
and Monitoring

**The NCRIC Deputy Director will monitor and evaluate the ORC ITREx and Regional ALPR projects, as they oversee and manage the Director of Private Sector Engagement and the Assistant Deputy Director of Cybersecurity and Technology, the two project managers for these initiatives. Retailers and agencies that onboard to the ORC ITREx will agree to sharing select data required for this grant and to evaluate the effectiveness of the tool on addressing organized retail theft. Agencies that onboard to the Regional ALPR platform will adhere to the same requirements regarding data sharing and**

reporting.

The SO will also hire an external evaluator to assist in completing the local evaluation plan and report for the remaining projects in the grant. The SO has contacted the Center for Policing Equity, with whom they already contract. The County of San Mateo also has long-standing relationship with the Gardner Research Center at Stanford University, who has been selected for several other county grant and program evaluations in the past. Both companies, as well as the NCRIC and SO are versed in collecting qualitative and quantitative data that will be reflected in the quarterly progress reports designed to illustrate progress towards the grant's goals and objectives. The selected evaluator will support all participating agencies except the NCRIC in generating all necessary baseline data, monitoring best practices, and reports.

Additionally, the SO will implement C3.ai's Ex Machina solution to enhance reporting capabilities within the Ce.ai LE application. This will allow all participating agencies to, for the first time, pull standardized and multi-jurisdictional data in relation to organized retail theft, vehicle/accessory theft, and cargo theft from a single system, as well as other performance metrics and reporting relative to the grant goals and objectives, and daily operations. Partners agree to share data in the Letters of Commitment and the MOUs that will be executed as agencies onboard.

Baseline data has already been collected from all participating County LEAs from 2018 to mid-2023. The SO and hired evaluator will identify all relevant data that will be collected regularly. This will include all fiscal documentation needed to verify spending against the grant funds, and record data in relation to all services and solutions procured and operations executed with said programs. The multi-jurisdictional workgroup will meet regularly with the evaluator to review quarterly findings in relation to the goals and objectives of the grant. We will coordinate and derive mutually-agreed-upon next steps to foster continuous improvement of our processes and activities to not only ensure success, but the most LEAN and cost-effective success at the end of the grant term. The SO and partnering agencies intend on continuing to meet regularly post grant as a commitment to long-term sustainment and collaboration, utilizing the solutions implemented to continue pursuit of the goals set forth under this program, as well as new goals to be determined.

Key performance indicators for one or more solutions in this program will include:

- Recurring status reports on all project procurements and implementation plans, including milestone reports and presentations from participating vendors
- User onboarding and training statistics from public and private sector participants for each platform
- Quantity of unique vendor platforms aggregated into each vendor-agnostic solution



- Quantity of unique data sets and/or devices integrated into each vendor-agnostic solution
- Recurring reports of number of retail theft, motor vehicle/accessory theft and cargo theft crimes reported in the participating agency jurisdictions
- Recurring reports from participating retailers and loss prevention agencies of revenue losses and recovered merchandise valuations
- Recurring reports of number of stolen and recovered vehicles
- Recurring reports of number of stolen vehicle accessories, to include specifics on catalytic converter thefts
- Recurring reports of number of cargo theft cases at SFIA
- Quantitative and/or qualitative reports on the usefulness of individual source systems or investigative tools in creating investigative leads and/or arrests (i.e. ALPR, CCTV, mobile forensic solutions, LIMS evidence, tracking devices, etc.)

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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

[San\\_Mateo\\_County\\_Sheriff\\_-\\_Budget\\_Attachment.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)

[San\\_Mateo\\_County\\_Sheriff\\_Project-Work-Plan.docx](#)

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Grantee Assurance for Non-Governmental Organizations (Appendix D)

[San\\_Mateo\\_County\\_Sheriff\\_-\\_Appendix\\_D.pdf](#)

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Local Impact Letter(s) (Appendix E)

[San\\_Mateo\\_County\\_Sheriff\\_-\\_Impact\\_Letter.pdf](#)

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Letter(s) of Commitment, (Appendix F)

[Belmont\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[Burlingame\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[East\\_Palo\\_Alto\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[Menlo\\_Park\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[NCRIC\\_-\\_Commitment\\_Letter.pdf](#)

[Pacifica\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[South\\_San\\_Francisco\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[Atherton\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[Broadmoor\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[Colma\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[Foster\\_City\\_PD\\_-\\_Commitment\\_Letter.pdf](#)

[VTTF\\_-\\_Commitment\\_Letter.pdf](#)

[Redwood\\_City\\_PD\\_-\\_Commitment\\_Letter.docx](#)

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Policies Limiting Racial Bias

[Atherton\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[Belmont\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[Burlingame\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[Menlo\\_Park\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[Pacifica\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[South\\_San\\_Francisco\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[Colma\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[East\\_Palo\\_Alto\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[Broadmoor\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[Foster\\_City\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[Redwood\\_City\\_PD\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[San\\_Mateo\\_County\\_Sheriff\\_-\\_Bias-Based\\_Policing\\_Policy.pdf](#)

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Policies on Surveillance Technology

[Atherton\\_PD\\_-\\_ALPR\\_Policy.pdf](#)

[Belmont\\_PD\\_-\\_ALPR\\_Policy.pdf](#)

[Menlo\\_Park\\_PD\\_-\\_ALPR\\_Policy.pdf](#)

[NCRIC\\_-\\_ALPR\\_Policy.pdf](#)

[South\\_San\\_Francisco\\_PD\\_-\\_ALPR\\_Policy.pdf](#)

[Colma\\_PD\\_-\\_ALPR\\_Policy.pdf](#)

[Foster\\_City\\_PD\\_-\\_ALPR\\_Policy.pdf](#)

[Redwood\\_City\\_PD\\_-\\_ALPR\\_Policy.pdf](#)

[San\\_Mateo\\_County\\_Sheriff\\_-\\_ALPR\\_Policy.pdf](#)

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

[San\\_Mateo\\_County\\_Sheriff\\_-\\_Appendix\\_G.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; Standardize all County LEAs on a single investigative and reporting platform</b>  |            |          |
| Objectives (A., B., etc.)   | <ul style="list-style-type: none"> <li>A. Successfully implement Countywide C3.ai LE platform for all participating agencies</li> <li>B. Successfully implement the C3. Ai Ex Machina reporting solution for all County LEAs</li> </ul>   |            |          |
| Process Measures and Outcome Measures:                              | <ul style="list-style-type: none"> <li>• Recurring status reports to track if C3.ai and agencies are on target to complete the project scope within budget and on time, including milestone reports and presentations</li> <li>• User onboarding and training statistics reported out of C3.ai LE</li> <li>• Execution of MOUs between all agencies to ensure data sharing commitments</li> <li>• Quantity of unique vendor platforms aggregated into the C3.ai LE</li> </ul> |            |          |
| Project activities that support the identified goal and objectives: | Responsible staff/partners  | Timeline   |          |
|   |   | Start Date | End Date |

|  |   |           |            |
|--|---|-----------|------------|
| Establish the PCSA multijurisdictional work group comprised of representatives from all participating agencies                     | San Mateo County Sheriff's Office and partner agencies                                | 10/1/2023 | 12/31/2023 |
| Identify and contract with an independent evaluator to support completion of the Local Evaluation Plan and Local Evaluation Report | San Mateo County Sheriff's Office, independent evaluator (TBD), San Mateo County LEAs | 1/1/2024  | 3/31/2024  |
| Successfully implement the C3 the C3.ai Ex Machina reporting solution with grant – required reports available to agencies          | San Mateo County Sheriff's Office, C3.ai, AWS, San Mateo County LEAs                  | 1/1/2024  | 6/30/2024  |
| Successfully train and onboard all participating San Mateo County agencies to the C3.ai LE platform                                | San Mateo County Sheriff's Office, C3.ai, AWS, San Mateo County LEAs                  | 1/1/2024  | 3/31/2025  |
| List data and sources to be used to measure outcomes:<br>Project status reports, JIRA development dashboard, C3.ai Ex Machina      |   |           |            |

|  |  |
|--|--|
| <b>(2) Goal:</b>                       | <b>&gt; Implement regional data sharing platforms for the Northern District of California</b>  |
| Objectives (A., B., etc.)              | <p>A. Successfully implement the Organized Retail Crime Incident and Threat Reporting Exchange (ORC ITREx)</p> <p>B. Successfully implement the Regional Automated License Plate Reader (ALPR) platform</p>  |
| Process Measures and Outcome Measures: | <ul style="list-style-type: none"> <li>• Recurring status reports to track vendor partners are on target to complete the project scope within budget and on time, including milestone reports and presentations</li> <li>• Execution of MOUs between all participating private sector and government agencies to ensure data sharing commitments (ORC ITREx)</li> <li>• User onboarding and training statistics</li> </ul> |

| Project activities that support the identified goal and objectives:   | Responsible staff/partners  | Timeline   |            |
|---|---|------------|------------|
|   |   | Start Date | End Date   |
| Execute contract with vendor partners for the ORC ITREx and Regional ALPR platforms   | San Mateo County Sheriff's Office, NCRIC, vendors (TBD)                         | 1/1/2024   | 6/30/2024  |
| Successfully contract and implement the Regional ALPR platform with at least for of the most common vendor-based ALPR solutions in the region   | San Mateo County Sheriff's Office, NCRIC, C3.ai, ALPR vendors (TBD)             | 1/1/2024   | 6/30/2024  |
| Successfully implement ORC ITREx platform   | San Mateo County Sheriff's Office, NCRIC, vendors (TBD)                         | 6/30/2024  | 9/30/2024  |
| Train and onboard all participating private sector and government agencies to the ORC ITREx solution  | San Mateo County Sheriff's Office, NCRIC, vendors (TBD), participating agencies | 9/30/2024  | 12/31/2026 |
| Execute MOUs, train and onboard all participating agencies to the Regional ALPR platform  | San Mateo County Sheriff's Office, NCRIC, C3.ai, ALPR vendors (TBD)             | 1/1/2024   | 12/31/2026 |
| List data and sources to be used to measure outcomes: <ul style="list-style-type: none"> <li>• Quantity of unique vendor platforms aggregated into a vendor-agnostic interface.</li> <li>• Quantity of unique agencies contributing to the shared multi-agency interface.</li> <li>• Quantity of ALPR cameras or similar devices contributing.</li> <li>• Quantity of users leveraging the shared data for appropriate law enforcement purposes.</li> </ul> |   |            |            |

|   |  |            |            |
|---|--|------------|------------|
| <b>(3) Goal:</b>  | <b>&gt; Reduce occurrences of retail theft, vehicle / accessory theft, and cargo theft in San Mateo County and the Northern District of California</b>   |            |            |
| Objectives (A., B., etc.)   | Successful utilization by all participating agencies of the following systems: ORC ITREx, Regional ALPR, Countywide C3.ai LE, all Digital Forensics and Investigative Solutions for all participating agencies with all source system integrations in place  |            |            |
| Process Measures and Outcome Measures:  | <ul style="list-style-type: none"> <li>• Monthly users added to systems, and associated usage reports of all identified software and hardware</li> <li>• ORC ITREx - Monthly organized retail crime incidents reported.</li> <li>• ORC ITREx - Monthly number of information posts exchanged between users.</li> <li>• ORC ITREx - Monthly number of users that attended organized retail crime calls.</li> <li>• Recurring reports from participating retailers and loss prevention agencies of revenue losses and recovered merchandise valuations</li> <li>• Recurring reports of number of stolen and recovered vehicles</li> <li>• Recurring reports of number of stolen vehicle accessories, to include specifics on catalytic converter thefts</li> <li>• Recurring reports of number of cargo theft cases</li> <li>• Quantitative reports and qualitative surveys on the usefulness of individual source systems or investigative tools in creating investigative leads and/or arrests (ALPR, CCTV, mobile forensic solutions, LIMS evidence, tracking devices, etc.)</li> </ul> |            |            |
| Project activities that support the identified goal and objectives:   | Responsible staff/partners   | Timeline   |            |
|   |  | Start Date | End Date   |
| Utilize all applicable systems to pull necessary reports  | San Mateo County Sheriff's Office, C3.ai, AWS, NCRIC<br>San Mateo County LEAs, vendors (TBD)   | 3/31/2024  | 12/31/2026 |
| Share data with independent evaluator (if applicable) for further analysis and generation of quarterly progress reports | San Mateo County Sheriff's Office, San Mateo County LEAs, independent evaluator (TBD)  | 03/31/2024 | 12/31/2026 |

|  |   |            |              |
|--|---|------------|--------------|
|  |   |            |              |
| Review findings at system-specific workgroups and recurring meetings and identify necessary changes to projects to address any risks/issues  | San Mateo County Sheriff's Office, San Mateo County LEAs, NCRIC | 03/31/2024 | 12/31/1/2026 |
| Review system applications to ensure SO users are following "responsible use of technology" best practices inclusive of auditing for potential data drift  | San Mateo County Sheriff's Office, C3.ai, AWS                   | 03/31/2024 | 12/31/2026   |
| <p>List data and sources to be used to measure outcomes:<br/> ORC ITREx, Regional ALPR Platform, C3.ai LE, C3.ai Ex Machina, AWS Gov Cloud, Flock, LIMS, Babel Street, LeadsOnline CellHawk, Cellebrite Premium, CrimeTracer , GrayKey, Special Service Group Remote, covert video surveillance, Mission Darkness Digital evidence storage enclosure, Magnet Forensics Evidence recovery tool, Cubic Digital Intelligence video enhancement software, Hunch.ly Internet, Visualping.io Website Change Detector, and Starchase.</p> |   |            |              |



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

**Name of Applicant:** *San Mateo County Sheriff's Office*  
*(i.e., County Sheriff's Office, County Probation Department, or City 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                              | \$655,176.00           |
| 2. Services and Supplies                            | \$14,817,701.00        |
| 3. Professional Services or Public Agencies         | \$0.00                 |
| 4. Non-Governmental Organization (NGO) Subcontracts | \$0.00                 |
| 5. Data Collection and Evaluation                   | \$150,000.00           |
| 6. Equipment/Fixed Assets                           | \$0.00                 |
| 7. Financial Audit (Up to \$25,000)                 | \$15,000.00            |
| 8. Other (Travel, Training, etc.)                   | \$5,661.00             |
| 9. Indirect Costs                                   | \$0.00                 |
| <b>TOTAL</b>  | <b>\$15,643,538.00</b> |

**1a. Salaries & Benefits**

| Description of Salaries & Benefits | (% FTE or Hourly Rate) & Benefits  | Total               |
|------------------------------------|--|---------------------|
| IS Systems Specialist-Senior       | 1 - 100% FTE, Salary \$156,203; Benefits (based on current Labor Union Agreement) \$70,520; Other Expenses \$2,949 = \$229,672 | \$229,672.00        |
| Sheriff's Office Lieutenant        | 1 - 100% FTE, \$243,959; Benefits (based on current Labor Union Agreement) \$165,766; Other expenses \$15779 = \$425,504       | \$425,504.00        |
|                                    |  | \$0.00              |
|                                    |  | \$0.00              |
|                                    |  | \$0.00              |
|                                    |  | \$0.00              |
|                                    |  | \$0.00              |
|                                    |  | \$0.00              |
| <b>TOTAL</b>                       |  | <b>\$655,176.00</b> |

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

*To support the countywide projects outlined, the SO requests funding for two positions to develop a Technology Sustainment Team with the objective of facilitating long-term sustainment of the countywide platforms implemented via the grant. The SO requests funding for one limited-term Information Systems Lead Client Services Specialist to manage the C3.ai LE platform and the regional ALPR in AWS Gov Cloud. This technical resource will support onboarding agencies and connecting data sources to C3.ai LE, ensuring the system meets all security requirements and best practices. The employee will train staff in each agency and facilitate development of a committee-based technical governance strategy to support the application ongoing, and the position will term at the end of the grant period. A dedicated Sheriff's Lieutenant will participate in a countywide work group focused on the expansion of C3.ai LE will represent and support feature designs, testing, operations training, and policy development and updates to ensure successful implementation. The Sheriff's Office will absorb the cost of the lieutenant after the grant term as an investment into the long-term sustainability of the platform's operational use countywide.*

**2a. Services and Supplies**

| Description of Services or Supplies   | Calculation for Expenditure  | Total           |
|---|--|-----------------|
| Regional Organized Retail Crime Incident and Threat Reporting Exchange Platform | One time implementation cost: \$1,000,000<br>3-year ESRI licensing: \$300,000<br>3-year Microsoft 365 licensing: \$70,000<br>3-year Microsoft Azure Cloud: \$300,000<br>3-year support, O & M cost (post implementation): \$330,000  | \$2,000,000.00  |
| C3.ai Platforms and AWS Hosting   | Total C3.ai Cost: \$9,892,000<br>C3 Project Management: \$900,000<br>RIMS Integration: \$300,000<br>Licensing for 3 Yrs (40%): \$2,464,000<br>Onboarding Individual PDs (CAD, User Access, Tailoring, Audit/Report): \$356,000<br>Data Sources from Third Parties (3 complex, 4 simple): \$485,000<br>ORT App Enhancements (17): \$1,900,000<br>Architecture/Backend: \$1,160,000<br>Year 2 Support: \$375,000<br>Year 3 Support: \$500,000<br>ORT Reporting/Ex Machina 3 Yrs (Agency-wide access): \$252,000<br>LPR Platform Licensing 3 Yrs / \$150k annually; \$10k/1k searches: \$450,000<br>LPR Implementation/Development Fees (Boss, Vigilant, Flock, Axon) + up to 2 API-based LPRs TBD): \$500,000<br>LPR Year 2 Support: \$125,000<br>LPR Year 3 Support: \$125,000<br><br>Total AWS Costs: \$1,296,000<br>AWS Countywide Hosting: \$1,087,000<br>AWS LPR Hosting: \$209,000 | \$11,188,000.00 |

|  |  |                        |
|--|--|------------------------|
| Flock  | Flock Countywide Integration<br>Advanced API - Alert & Search Annual Fee Schedule - Tier 3 (>250 cameras): \$180,000<br><br>Flock Condor<br>24 x \$750 one-time install: \$18,000<br>\$3,000/annual (2TB storage, 25 hours/month retention) + county electrician install per camera: \$9,000   | \$207,000.00           |
| Forensic Laboratory Information Management System (LIMS) | One-time configuration: \$51,800<br>Migration: \$50,000<br>\$79,380 annual cost: \$238,140<br>DNA one-time configuration and migration: \$52,200 ,<br>\$18,600 annual cost: \$55,800   | \$251,980.00           |
| Suite of Digital Forensics and Investigative Solutions   | Babel Street (2 month trial \$4,200 + 1 year \$50,400): \$54,600<br>LeadsOnline CellHawk (1 year - NO API): \$10,995<br>Cellebrite Premium (3 years - NO API): \$273,847<br>CrimeTracer (For 200 sworn - \$4,500 onboarding + \$49,999 subscription): \$54,499<br>GrayKey (Mobile - \$226,331.50 and Premier - \$137,806.50): \$364,138<br>Special Service Group (SSG) Remote, covert video surveillance: \$13,674<br>Mission Darkness Digital evidence storage enclosure: \$5,695<br>Magnet Forensics Evidence recovery tool: \$15,750<br>Cubic Digital Intelligence video enhancement software: \$10,600<br>Hunch.ly Internet evidence preservation tool with training: \$1,253<br>Visualping.io Website Change Detector: \$2,700<br>StarChase 30 vehicle, 6 handheld launcher systems, training and software: \$362,970 | \$1,170,721.00         |
|  |  | \$0.00                 |
|  |  | \$0.00                 |
|  |  | \$0.00                 |
| <b>TOTAL</b>   |  | <b>\$14,817,701.00</b> |

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

*The Organized Retail Crime Incident and Threat Reporting Exchange (ORC ITREx) will be a statewide solution that improves private sector and public safety information sharing, analysis, and strategy development to identify and mitigate the threat from ORC actors and groups, built by leveraging California's State Threat Assessment System outreach programs. Features of the ORC ITREx will include near real-time geospatial incident reporting, automated trend analysis, incident spike alerts, group chat, searchable intelligence and crime bulletin storage, a searchable private sector and public safety partner directory, connections to existing reporting platforms for automated incident reporting, and video teleconference capability for up to 25,000 users.*

*C3.ai will expand the SO's existing solution to all County LEAs, creating a standardized Countywide C3.ai Law Enforcement Platform (C3.ai LE) investigative and data sharing solution. C3.ai will implement the following features over a 15-month period: agency onboarding inclusive of countywide records system integration (RIMS Fusion Center move & integration); eight independent data source integrations, 17 system enhancements designed to accelerate organized retail, vehicle/accessory and cargo theft investigations, integration with the regional ALPR platform, role-based access controls and security, end user training and support, and all required system audit logs and reporting. This "one-stop shop" platform will be available to over 1,000 sworn staff from all County LEA's, effectively eliminating data siloes and intelligence gaps and exponentially increasing operational efficiencies and collaboration.*

*Flock is the fastest-growing ALPR and digital video capture solution in the county and region. The SO has obtained a unique, cost-optimized proposal for a Flock Countywide Integration of the vendor's Advanced API data feed to C3.ai's regional ALPR solution. Additionally, the SO and County LEAs will provision 24 CCTV-like solutions (potentially the Flock Condor product) and strategically place these cameras at intersections of entry/egress routes to major retail centers in the county.*

*The current Laboratory Information Management System (LIMS) is inadequate to manage and extract the variety of latent, DNA and firearm evidence often collected and generated from retail and vehicle theft investigations, nor can the system integrate with other intelligence software. A new, more robust LIMS solution integrated with C3.ai LE will allow the Crime Lab to share laboratory-generated leads with County LEAs exponentially faster.*

*The Sheriff's Office will implement a suite of Digital Forensics and Investigative Solutions to collect, protect, and analyze the catastrophically growing volume and variety of mobile device, CCTV and other digital media ascertained as part of retail vehicle/accessory and cargo theft investigations. The SO will offset countywide resource constraints by deploying a host of technological solutions and training for SO staff to support investigations for all LEAs. This suite will include:*

*Babel Street to help search and located social media and dark web content relevant to investigations; Crime Tracer, a nationwide law enforcement data aggregator for discovering offender insights outside the county; StarChase Guardian systems distributed across all six SO jurisdictions, allowing patrol to discharge GPS tracking projectiles on fleeing suspect vehicles, thereby eliminating the public safety risk of engaging in pursuit; Expansion of Cellebrite and GreyKey mobile device data extraction hardware, each unique to extrapolating data from different mobile operating systems; LeadsOnline CellHawk solution to ingest and transform call data and geospatial information into an intuitive and visual representation, all legally audit-tracked and permissible in court; Special Services Group concealment camera that can be placed in a non-descript "drop car" for monitoring areas for vehicle/accessory theft, allowing for increased efficiency in otherwise labor intensive physical surveillance operations; Mission Darkness digital evidence cabinet with radio frequency shielding to protect mobile devices from remote deletion or tampering, including when in "airplane mode", ensuring the integrity of devices when collected and examined during investigations; Magnet Forensics DVR Examiner subscription to assist victimized retailers and loss prevention staff who may not have the knowledge or skills to recover video surveillance from private security systems; Cubic Digital Intelligence Motion DSP Forensic Studio software to help enhance video images and recordings impacted by proprietary formats or low-quality resolution; Licenses to Hunch.ly, a browser plug-in that documents and reconstructs an investigator's path while searching open-source websites, including training on other Python-based open source intelligence-gathering tools; Subscription to Visualping.io, allowing investigators to tag designated social media services and receive automated email/text*

**3a. Professional Services**

| Description of Professional Service(s) | Calculation for Expenditure | Total         |
|--|-----------------------------|---------------|
| N/A                                    |                             | \$0.00        |
|  |                             | \$0.00        |
|  |                             | \$0.00        |
|  |                             | \$0.00        |
|  |                             | \$0.00        |
|  |                             | \$0.00        |
|  |                             | \$0.00        |
|  |                             | \$0.00        |
| <b>TOTAL</b>                           |                             | <b>\$0.00</b> |

**3b. Professional Services Narrative**



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

N/A

**7a. Financial Audit**

| Description          | Calculation for Expense  | Total              |
|----------------------|--|--------------------|
| Fee for Single Audit | Fee charged by San Mateo County Controller's Office for grant to be added into the County's single audit | \$15,000.00        |
|                      |  | \$0.00             |
|                      |  | \$0.00             |
|                      |  | \$0.00             |
|                      |  | \$0.00             |
|                      |  | \$0.00             |
| <b>TOTAL</b>         |  | <b>\$15,000.00</b> |

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

*Per 2 CFR 200.501, an organization must have a single-audit conducted by an independent auditor if it expends \$750,000 or more in federal grant funds in that fiscal year.*

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

| Description                           | Calculation for Expense   | Total             |
|---------------------------------------|---|-------------------|
| IntelTechniques Online Video Training | 3 individual accounts - 1 year access to IntelTechniques.net Online Training portal | \$2,550.00        |
| Travel                                | 3 1-day meetings for 3 people (\$145 lodging and mileage)                           | \$3,111.00        |
|                                       |   | \$0.00            |
|                                       |   | \$0.00            |
|                                       |   | \$0.00            |
|                                       |   | \$0.00            |
| <b>TOTAL</b>                          |   | <b>\$5,661.00</b> |

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

*Three 1-year subscriptions to Enterprise Speakers IntelTechniques, an open-source intelligence resource and training site where analysts can access 90 hours of training videos to receive certification and custom investigative tools. Travel for the required 3 1-day trips to Sacramento from RWC for the grant. The SO, on behalf of all participating agencies, will send the Project Director, Operations representative (likely the onboarded Luetenant) and a fiscal representative to all meetings. Rates reflect 2023 GSA - include overnight lodging, first/last day meals and incidentals, and County mileage reimbursement rates (\$0.665/mile) x 112 miles each way to/from Redwood City and Sacramento.*

**9a. Indirect Costs**

| For this grant program, indirect costs may be charged using only <u>one</u> 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>  |             |            |
| <b>TOTAL</b>  | <b>\$0</b>  | <b>\$0</b> |

**9b. Indirect Costs Narrative:**

N/A



# SHERIFF

# CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE  
400 County Center, Redwood City, CA 94063  
Telephone: (650) 363-4911

## Letter of Agreement / Local Impact

San Mateo County Sheriff's Office (Sheriff's Office) is applying for the California Board of State and Community Corrections' Organized Retail Theft Prevention Grant Program.

The Sheriff's Office is applying as the lead agency on behalf of, and in partnership with the Northern California Regional Intelligence Center (NCRIC), the San Mateo County Vehicle Theft Task Force (VTTF), and police departments from the following cities within the county: Atherton, Belmont, Broadmoor, Burlingame, Colma, East Palo Alto, Foster City, Menlo Park, Pacifica, Redwood City, and South San Francisco (County LEAs).

Together, the Sheriff's Office, NCRIC, VTTF, and County LEAs will execute a strategic effort to prevent and respond to organized retail theft, motor vehicle and motor vehicle accessory theft, and cargo theft in San Mateo County as well as the Federal Northern District of California via the following key initiatives:

- **Organized Retail Crime – Incident and Threat Reporting Exchange (ORC ITREx):** A statewide platform will be established to create near real-time private sector and public safety information sharing, analysis, and strategy development to identify and mitigate the threat from ORC actors and groups, with role-based security and access capability for up to 25,000 users from partnering businesses and public safety agencies.
- **Regional Automated License Plate Reader Data Sharing Platform (Regional ALPR):** The Sheriff's Office will support modernization of NCRIC's ALPR sharing platform provided by C3.ai, hosted in the Sheriff's Office's Amazon Web Service Government Cloud (AWS Gov Cloud). NCRIC has existing security, privacy and surveillance policies and sharing agreements that span 50+ agencies and 1000+ ALPR cameras. Aggregated platforms that span multiple jurisdictions vastly benefit investigations and provide exponential value to all agencies including VTTF.
- **Countywide Investigations, Data Sharing and Reporting Platform:** The Sheriff's Office will expand the existing C3.ai Law Enforcement (C3.ai LE) application to County LEAs, hosted on the Sheriff's Office's AWS Gov Cloud. This will result in uplifting County LEAs with limited technology and siloed systems to a single countywide platform, inclusive of potential integrations with ORC ITREx and Regional ALPR (listed above). Through the utilization of C3.ai LE, all participating agencies will maximize data collection and sharing, investigative analysis and standardized reporting to prevent and respond to organized retail theft, motor vehicle and motor vehicle accessory theft, and cargo theft, thereby enhancing community safety and security for the entire San Mateo County and beyond.

- **Forensic Laboratory Information Management System (LIMS):** Upgrading the LIMS system to a modern solution will maximize data collection and allow for a connection to C3.ai LE, providing increased efficiencies in information sharing for all.
- **Digital Forensics and Investigative Solutions:** The Sheriff's Office will implement a suite of solutions to collect, protect, and analyze information obtained from public sources (i.e. social media, dark web), nationwide law enforcement platforms, as well as mobile devices and CCTV to assist all County LEAs with their investigations of retail, motor vehicle and cargo theft.
- **Technology Sustainment Team:** To support the countywide projects outlined, the Sheriff's Office requests funding for one limited-term Information Systems Lead Client Services Specialist to support onboarding agencies and connecting data sources to the C3.ai LE platform in AWS Gov Cloud. The Sheriff's Office will also need a dedicated lieutenant to participate in a countywide work group focused on the expansion and long-term sustainability of C3.ai LE.

#### **Working Together to Address Impacts for Retailers:**

Theft rates are so high in local stores that retailers report struggling to find staff willing to work. Collaboration enables crime prevention, enhances investigation capabilities, ensures swift response, facilitates intelligence sharing, promotes public safety, and fosters community trust. By joining forces, law enforcement and retailers can create a safer retail environment and mitigate the risks associated with criminal activities, benefiting both businesses and the communities they serve. Specifically, the ORC ITREx will allow retailers to report near real-time data to aid in the prevention and investigation of crimes against their businesses. Through all of the aforementioned initiatives, enhanced data will likely result in increased law enforcement presence in retail spaces, responding to ORT theft-related incidents and liaising with local retailers to ensure they are aware of best and emerging practices to identify, reduce, and report ORT crimes. TJ Maxx located in San Carlos, CA and Home Depot, who has multiple locations throughout the County, have endorsed their support to working with the Sheriff's Office and County LEAs in accordance with this grant application.

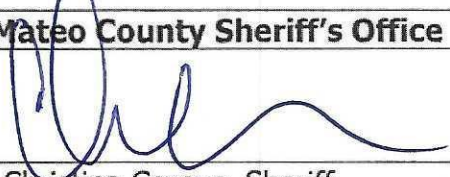
#### **Working Together to Address Impacts for Local Governmental Agencies:**


With the increased regional capability and response of LEAs, the impact of theft related investigations is expected to increase workload in various areas. This includes an anticipated increase in arrests/court filings, search warrants, trial appearances which would also create an increased prosecution effort for the San Mateo County District Attorney's Office (DAO). While enhancing services for LEAs may generate more work in some areas, the expected outcome is to secure successful investigative outcomes leading to prosecution and property recovery while deterring the potential for on-going criminal activity.

The response to organized criminal activity is an ongoing effort. Recognizing the potential for increased effort and workload by various LEAs and the DAO, the opportunity also exists to adjust investigative response and operations based on the enhanced capabilities. It is expected these enhancements would allow for more streamlined workflow over time, making the possible increased workload a short-term challenge.

The DAO acknowledges the potential impacts and unequivocally supports the Sheriff's Office's pursuit of this grant. The DAO is committed to partnering with all involved agencies to effectively address and prevent organized retail theft, motor vehicle and motor vehicle accessory theft, and cargo theft.

**Signature Page:**

|  |               |
|--|---------------|
| <b>San Mateo County Sheriff's Office</b>   |               |
|  |               |
| Title: Christina Corpus, Sheriff   | Date: 6/30/23 |

|   |                    |
|---|--------------------|
| <b>San Mateo County District Attorney's Office</b>                                  |                    |
|  |                    |
| Title: Stephen Wagstaffe,<br>District Attorney                                      | Date: July 6, 2023 |



*Town of Atherton*  
DEPARTMENT OF  
POLICE



To: Board of State and Community Corrections  
Re: The Organized Retail Theft Prevention Grant Program  
Date: July 1, 2023

This letter is being submitted to document that Atherton Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, Atherton Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

The Town of Atherton sits on the southern end of San Mateo County. Our town is approximately 8 square miles, has a population of 7,500 people and is residential only. We have 13 schools and therefore see a daily influx of people and vehicles during the weekdays. Although Atherton contains no commercial businesses, we are affected by stolen vehicles/catalytic converter theft (39 since 2018), package theft (31 since 2018) and recovered stolen vehicle (50 since 2018). Sharing data among neighboring agencies would assist us in proactively looking for suspects and suspect vehicles, especially with the use of our Automated License Plate Reader system. We would be able to share trends for proactive patrol within our Town and neighboring agencies.

The Atherton Police Department is not disbarred in participating in BSCC grants.

The Atherton Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of our residents.

A handwritten signature in blue ink that reads "Steven McCulley".

Steven McCulley  
Chief of Police





BELMONT POLICE DEPARTMENT  
BELMONT, CALIFORNIA

KEN STENQUIST  
CHIEF OF POLICE

To: Board of State and Community Corrections  
Re: Organized Retail Theft Prevention Grant Program  
Date: June 29, 2023

This letter is being submitted to confirm the Belmont Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, the Belmont Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County while sharing data with all agencies participating in this grant to better coordinate efforts and lead to successful outcomes.

The City of Belmont, population 28,000, is a small city comprising 4.6 square miles nestled in the heart of San Mateo County. While primarily a residential community, the city has not been immune to the increase of thefts seen across the county and region. Our retail businesses especially surrounding the El Camino Real and CalTrain corridors, which span the entire county, have seen the biggest impact. Since 2019, there has been a sharp increase in thefts and related activity across the city. Retail related theft, theft and recovery of motor vehicles as well as thefts of motor vehicle parts (catalytic converters) has risen sharply over the past several years.

By way of example, the number of thefts reported to our department in 2020 increased 33% over the 2019 level and in 2021 jumped another 57% and has remained at those levels since. Theft related to retail establishments increased 93% year over year in 2021 and, despite one major retailer closing its doors in 2022, retail theft has remained an increasing problem in the city. These totals only represent those cases reported to law enforcement. We have learned some retailers and employees do not report thefts in many cases.

Motor vehicle thefts and recovery of stolen vehicles which historically averaged about 46 per year, increased 42% in 2021 and has remained relatively flat since that time. Another crime the city has seen an increase in is thefts of parts, specifically catalytic converters, from motor vehicles. Not only has the frequency of these crimes increased, they jumped 59% in 2022, but they have also become an increasingly violent crime when suspects are confronted by victims or law enforcement. Recent cases have seen suspects brandishing weapons, carrying firearms and attempting to evade law enforcement by reckless and dangerous driving.

The City of Belmont is not alone in dealing with an increase in these crimes over the past several years. Investigations have shown thieves who commit retail theft and/or motor vehicle/vehicle parts thefts very commonly travel across jurisdictions during the commission of their crimes. We strongly believe using grant funds to acquire C3 A.I. and related technologies will assist us in investigating these types of crimes by having comprehensive, timely access to aggregated data from other jurisdictions across the county and the bay area. Specifically, the system will allow us to quickly identify trends, related cases, suspects, suspect vehicles and will ultimately result in the apprehension and successful prosecution of those responsible.

The Belmont Police Department is not debarred from participating in BSCC grants. The Belmont Police Department fully supports the efforts to reduce retail and vehicle theft in our community and across our region where the rising rates of these crimes continue to threaten the safety and well being of our community members.

Respectfully,

A handwritten signature in blue ink, appearing to be "Ken Stenquist".

Ken Stenquist  
Chief of Police



## BROADMOOR POLICE DEPARTMENT

388 Eighty Eighth Street  
Broadmoor, CA 94015-1717  
(650) 755-3838 • Fax (650) 755-9732



**Michael Connolly**  
Chief of Police

Board of Police Commissioners  
**Hon. James Kucharszky**  
**Hon. Ralph Hutchens**  
**Hon. Marie Brizuela**

To: Board of Police Commissioners  
Re: The Organized Retail Theft Prevention Grant Program  
Date: July 3, 2023

This letter is being submitted to document that the Broadmoor Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, the Broadmoor Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

The Police Protection District of Broadmoor is located in northern San Mateo County. Its area spans approximately 0.5 square miles. The current population is approximately 7,200 residents. The district consists of a mix of residential and small retail stores. While the district does not contain any major retailers we are bordered by two cities, Daly City and the town of Colma which contains major retail chains. The district also contains the Colma Bart station which is an ingress or egress point for many of the suspects. Since 2021, our officers have assisted Colma Police department on over 500 calls, and of which approximately 40 calls were from Target, and approximately 50 calls from other retail stores within the town of Colma. Additionally, the Broadmoor Police Department has handled 67 10851, vehicle theft and 87 10852, vehicle tampering cases in the last three years.

As a small agency, we do not have the resources necessary to assist in a technical level however our officers do make contacts with those known in the bordering cities and may offer data to aide in investigating suppressing retail theft and vehicle theft crimes from bordering cities.

The Broadmoor Police Department is not debarred in participating in BSCC grants.

The Broadmoor Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Signed by,

Chief Michael Connolly

A handwritten signature in black ink, appearing to read "Michael Connolly". The signature is written in a cursive style with a large, looping initial "M" and a long, sweeping tail.



# City Of Burlingame

Police Department

Michael Matteucci  
Chief Of Police

To: Board of State and Community Corrections  
Re: The Organized Retail Theft Prevention Grant Program  
Date: July 1, 2023

This letter is being submitted to document that Burlingame Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, Burlingame Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

The City of Burlingame is located in central San Mateo County. It is a city of over six miles with a 2023 population of 27,940. We are a mix of residential, retail businesses, auto dealerships, industry and hotels. As many of our retail businesses are very high end, we have a significant problem with retail thefts and at times have even had to employ Police Officers to be on duty in front of the businesses where many of the thefts occur. Citizens are put in danger when they attempt to stop these thefts from occurring. The auto dealerships also have had thefts in which multiple vehicles are stolen at one time. Hotels pose a significant risk of theft as well due to the transient nature of the hotel customers. As many of these suspects travel from city to city in our very contiguous Bay Area, it is very important that we have a shared database in which we can coordinate with our other law enforcement partners in San Mateo County and surrounding counties. This coordinated database would give us the information and leads so that we could clear cases that we would otherwise not be able to do.

The City of Burlingame is not debarred from participating in BSCC grants.

Burlingame Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Thank you for your consideration.

Burlingame Police Department

A handwritten signature in blue ink, appearing to read 'Michael Matteucci'.

Michael Matteucci  
Chief of Police



## COLMA POLICE DEPARTMENT

1199 El Camino Real  
Colma, California 94014-3211  
Office (650) 997-8321  
Fax (650) 997-8330



To: Board of State and Community Corrections  
Re: The Organized Retail Theft Prevention Grant Program  
Date: July 4, 2023

This letter is being submitted to document that the Colma Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, the Colma Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.


The Town of Colma is located in northern San Mateo County, nestled between South San Francisco and Daly City. Colma is just under two square miles and has a population of 1,507. We are a mix of residential, retail business, auto dealerships, and cemeteries. Many of our businesses are high targets for thefts, which include department stores, discount retail stores, large hardware stores, electronic stores, a casino and over 12 dealerships. Due to the size of our agency, we are unable to allot many resources to many of the thefts that have occurred and prioritize only the larger cases.

Many of our thefts, whether its thefts of vehicles (fraud or by force) or thefts from our stores, are done by suspects who do not live in the Town of Colma. Having a database that can contain data from not just San Mateo County agencies, but agencies through out the Bay Area would help immensely in the investigation of crimes. With a better database, officers can investigate crimes and clear cases that would normally be closed.

The Colma Police Department is not debarred from participating in BSCC grants. The Colma Police Department fully supports the efforts to reduce retail theft and auto thefts in our community.

The Colma Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Signed by,



John Munsey  
Chief of Police



**CITY OF EAST PALO ALTO  
POLICE DEPARTMENT**

141 Demeter Street  
East Palo Alto, CA 94303

**JEFF LIU**  
CHIEF OF POLICE  
(650) 853-3160 Phone  
[jliu@cityofepa.org](mailto:jliu@cityofepa.org)

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To: Board of State and Community Corrections  
Re: The Organized Retail Theft Prevention Grant Program  
Date: July 3, 2023

This letter is being submitted to document that the East Palo Alto Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, East Palo Alto Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

**East Palo Alto**

The City of East Palo Alto is the southernmost city in San Mateo County, along the Highway 101 corridor. Comprising 2.64 square miles, the city is largely residential and home to approximately 30,000 residents, with approximately 25% (400 acres) built and zoned for Retail and Lodging establishments. Although situated as the left ventricle in the Silicon Valley, the explosion of wealth as a result of the Tech Boom in the 1990's and early 2000's, largely bypassed the City of East Palo Alto. As a result, the City of East Palo Alto stands in dark contrast to all its surrounding neighbor cities. Thus far, the city has failed to rid itself of the highest crime rate in San Mateo County per capita (29 crimes per 1,000 residents), and rests in the top tier bay area wide.

The only commercialized shopping center located within the city (approximately 40 acres) is Ravenswood/101 Shopping Center and is anchored by The Home Depot (240 employees), Ikea (250 employees), Target (118 employees), and Nordstrom Rack (118 employees). Together, the listed merchants only account for approximately 5% of the city's workforce, but the shopping center contributes the bulk of the city's revenue. Thus, the financial health of the city is attached to the financial health of the merchants.

## **Retail Property/Theft Challenges**

The retailers listed above have a loss prevention or security apparatus to protect their assets; however, due to the rise in violent encounters when approaching theft suspects, only Nordstrom Rack allows their security to make “hands on arrests.” Therefore, the numbers relating to the true presence of retail theft at the Ravenswood/101 Retail Center, are best reflected by the by the entity that engages with those who commit thefts. Although other retailers notify police and make arrests for theft, citing a specific statistic does not reflect the enormity of the underlying problem.

In all, the East Palo Alto Police responded to theft reports from the Ravenswood/101 Retail Center and associated retailers: (by year)

- 2023 91 (thus far, ending June 2023)
- 2022 106
- 2021 18
- 2020 84 (COVID year)
- 2019 60

In the 30-days of June, 2023, Nordstrom Rack alone, made 15 apprehensions for theft, and incurred one incident of Robbery. Further, Nordstrom management accounts for the torn tags and packaging of merchandise stolen from the sales floor where apprehensions are not made and adds them up every 3 to 4 days. The entries into their internal “Known Loss” system for the month of June were as follows; \$809.61, \$322.55, \$51.16, \$3,011, \$990.66, \$994.80, \$1,878, \$474.11, \$885.63, \$529.31, \$79.94, and \$2,374.19, for a total monthly loss for June 2023: \$11,406.30.

Robbery citywide, is up 140% from May-June 2022, compared to the same 2023 period (2022 = 5, 2023 = 12). Many of the robberies do not involve commercial or retail entities at all, rather, are pedestrians or bicyclists who are robbed on a city street. It is commonplace that the stolen items are quickly listed for sale on social media sites. Moreover, it is not uncommon for detectives to learn while investigating serious crimes, that the subjects are also associated with Organized Retail Theft, or that their vehicles have been used in such thefts.

**\*Auto Theft**


Although Auto Theft is not an ORT category, it is important to note that the City of East Palo Alto experiences an inordinate amount of auto theft for its size and population. Many of these stolen vehicles are used to commit other crimes, including Organized Retail Theft. From 2020 – June 2023, the East Palo Alto Police Department has taken 682 stolen auto reports, of which, 225 were stolen elsewhere and abandoned in East Palo Alto.

**C3 A.I. Benefits**

There is no question that acquiring C3 A.I. will benefit the City of East Palo Alto, its residents, Allied Agencies, and the surrounding region. The benefits would include the easier analysis of complex data, sharing of data and intelligence with Allied Agencies, and the creation of synergies between the East Palo Alto Police Department and the Organized Retail Crime units operated by the merchants who do business within the City of East Palo Alto, and throughout the County of San Mateo.

East Palo Alto Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents. The East Palo Alto Police Department is not prohibited from participating in this grant.

Signed by,

A handwritten signature in black ink, appearing to be 'Jeff Liu', written over a horizontal line.

Jeff Liu, Chief of Police





Foster City Police Department  
Tracy Avelar, Chief of Police

1030 East Hillsdale Boulevard  
Foster City, CA 94404  
Phone: 650-286-3300  
FAX: 650-573-9080

July 5, 2023

Board of State and Community Correction  
2590 Venture Oaks Way Ste200  
Sacramento, CA 95833

RE: The Organized Retail Theft Prevention Grant Program

To Whom It May Concern:

This letter is being submitted to document that the Foster City Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, the Foster City Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

Foster City has a population of 33,511 residents and is a four square mile city located in central San Mateo County. Established retailers and the city have been impacted adversely by the increase in thefts county-wide. The retailers are located near State Highway 92 and U.S. Highway 101, two travel corridors that are actively used by thieves for access in and out of Foster City.

From 2021 going back to 2018, we experienced increases in thefts, catalytic converter thefts/theft from vehicles, and stolen vehicles. The following examples illustrate the year-over-year increases: In 2021, we experienced a 7% increase of thefts, including retail thefts; thefts of catalytic converters/thefts from vehicles increased 18%; and a 33% increase in stolen vehicles over 2020. Significantly, in 2020, we experienced a 75% increase in stolen vehicles and a 38% increase in catalytic converter theft/ theft from vehicles over 2019. In 2019, we experienced an 8.8% increase in thefts that included retail and a 22.9% increase in catalytic converter/thefts from vehicles over 2018.

During the investigations, it was learned the involved suspects are well organized, work in a group, and often utilize stolen vehicles to carry out crime sprees. Because these crews travel throughout San Mateo County and commit similar crimes in other cities, it is important for police departments to be able to share information that will aid the apprehension of these criminals. The ability to share our respective databases will allow the coordination of our efforts and allows us to clear cases that we would not be able to otherwise.

The Foster City Police Department is not debarred from participating in BSCC grants. The Foster City Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Signed by,



Tracy Ayelar

*“Excellent Service—Every Call—Every Contact—Every Day”*



**July 3, 2023**

**TO: Board of State and Community Corrections**

**FROM: Dave Norris, Police Chief, City of Menlo Park, CA**

**RE: The Organized Retail Theft Prevention Grant Program**

Dear BSCC,

This letter is being submitted to document that the Menlo Park Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, Menlo Park Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

The City of Menlo Park and Menlo Park PD are not debarred from participating in BSCC Grants.

The City of Menlo Park sits on the far southeast end of San Mateo County. Menlo Park has a population of just under 34,000 as of the 2020 Census and spans 17.4 square miles – 10 of that land, and 7 water in the San Francisco Bay. Considered a part of the Bay Area known as Silicon Valley, Menlo Park is home to many Venture Capital Firms as well as tech startups and houses the Headquarters location of Meta (Facebook). Menlo Park is the location of the west end of the Dumbarton Bridge, which spans the SF Bay and connects Menlo Park directly to the city of Fremont, CA, one of the largest and busiest cities in Alameda County. In addition, this city is connected to the two major arterial freeways which run parallel from San Francisco to San Jose – US 101 on the east and I 280 on the west – both have on/off ramps directly into Menlo Park. To the southeast, Menlo Park is bordered by the City of Palo Alto, the northwestern most city in Santa Clara County, and home to Stanford University. Palo Alto's massive Stanford Shopping Center, a hub for retail theft, sits across the street from the border with Menlo Park, and routes into and out of the Shopping Center to the freeways are most efficient directly through Menlo Park.

Although Menlo Park shows demographics which reveal a 55% white, 18% Hispanic, 17% Asian and 3% Black differential, it is important to note there is a broad

socioeconomic spread across this community. Some areas of Menlo Park have some of the highest property values and per capita income in the nation, while the area closest to Meta and the Dumbarton Bridge has closer to 50% Hispanic population, a traditionally underserved community, and some per capita and family income levels below the poverty level. To the northwest of Menlo Park sits the unincorporated North Fair Oaks neighborhood, and east and southeast of Menlo Park sits the City of East Palo – both jurisdictions are traditionally similar in their low per capita and family income. In these areas, both inside and outside of the jagged border of Menlo Park, stolen vehicles, drug issues and traditional gang issues create a more frequent crime picture.

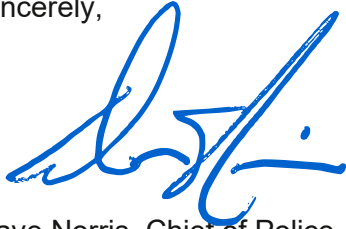
In short, Menlo Park has a widely varied crime profile. Larceny, including retail theft, catalytic converter theft, and other property crimes is the most frequent non self-initiated crime reported. Proximity to bridges, freeways, and underserved areas create frequent interactions involving stolen vehicles – Menlo Park Officers are alerted to stolen vehicle hits from LPRs multiple times daily. Menlo Park is direct victim to organized retail theft at its three major drugstores, a Beverages & More, a Big 5 Sporting Goods, and a Lens Crafters store. MPPD is a frequent responder to escaping organized retail theft suspects from Stanford Shopping Center, which abuts Menlo Park, and its more affluent neighborhoods are subject to organized burglary rings such as the South American Burglary teams seen in recent years.

Agencies in San Mateo County are blessed with outstanding relationships between them, and the ability to collaborate agency to agency on contemporaneous incidents or to deliberately share information and pool resources during ongoing, multi-jurisdictional investigations. However, it is very difficult to capture all of the information shareable between jurisdictions and any gaps within that process due to each agency operating independently. Subsequently, it is also difficult to identify and obtain measurements which are distinct and valid enough to share with our communities, even with favorable outcomes. What the agencies in this county currently lack and crave is an encompassing, intelligence-aggregating system that allows agencies to share and collaborate on crime issues in real time. With multiple major retail centers in and around this jurisdiction, the prevalence of stolen vehicles and catalytic converter thefts, and other organized retail theft activity that sees suspects engaging in a flurry of thefts across multiple jurisdictions in often the span of just minutes and hours, San Mateo County agencies would benefit massively from an encompassing information and intelligence sharing system that could be both contributed to and accessed by all its collaborating agencies at the same time, in real time.

With such a system, efficiencies in interagency intelligence will increase, case closures and justice for the massive losses from organized retail crime should also increase, and agencies would better be able to illustrate to our communities the collaborative effort we make to keep our public safe.

Menlo Park Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Norris", is positioned above the typed name.

Dave Norris, Chief of Police  
City of Menlo Park, CA



NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER  
HIGH INTENSITY DRUG TRAFFICKING AREA

July 5, 2023

Board of State Community Corrections  
RE: The Organized Retail Theft Grant Program Letter of Commitment  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

This letter is being submitted to document that the Northern California Regional Intelligence Center (NCRIC) agrees to partner on the Organized Retail Theft Prevention Grant Program proposal submitted by the San Mateo County Sheriff's Office to develop the Organized Retail Crime - Incident and Threat Reporting Exchange (ORC ITREx). The ORC ITREx is a statewide platform that will be established to create a near real-time private sector and public safety information sharing, analysis, and strategy development platform that will identify and mitigate the threat from ORC actors and groups, with role-based security and access capability for up to 25,000 users from partnering businesses and public safety agencies.

As part of this grant, the NCRIC agrees to implement the technology integration and project execution of the ORC ITREx. The NCRIC will provide personnel to manage the project implementation with private sector and public safety partner subject matter experts, develop project technology requirements, identify data sources, develop a scope of work for the project, screen and select technology project vendors, develop the technology platform with contract vendors, conduct outreach and training on the technology platform, and develop alerts and analysis for private sector and public safety partners to streamline organized retail crime incident reporting, analysis, and criminal information and intelligence sharing.

Please feel free to contact me if you have any questions regarding this letter of commitment.

Sincerely,

A handwritten signature in black ink that reads 'Mike L. Sena'.

Mike L. Sena  
Executive Director





Scenic Pacifica

Incorporated Nov. 22, 1957

## Pacifica Police Department

2075 Coast Highway • Pacifica, California 94044-3038

(T) 650-738-7314 • (F) 650-355-1172 • [www.pacificapolice.org](http://www.pacificapolice.org)



nextdoor



MARIA SARASUA

Chief of Police

To: Board of State and Community Corrections  
RE: The Organized Retail Theft Prevention Grant Program  
Date: June 29, 2023

This letter is being submitted to document that Pacifica Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, Pacifica Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

The Pacifica Police Department is located on the northern San Mateo County coast and consists of 12 square miles with a total population of about 40,000 residents. Pacifica is primarily a coastal bedroom community with several hotels, and about five small scale business districts. All of our retail districts are located near major highways, which have easy access to San Francisco to the north and Half Moon Bay to the south.

Over the past several years we have seen a significant increase in reported retail thefts and vehicle thefts. During the course of investigating most of these incidents we have learned these suspects are well organized, work in groups, and often utilize stolen vehicles to carry out their crime sprees. The City of Pacifica has had to utilize "bait" vehicles parked in various shopping centers as a deterrent, but often times find out our efforts were not successful. As most of these crews travel from city to city within our county, it is important that we all share a database in which we can coordinate our efforts collaboratively in solving these crimes. Furthermore, by having a coordinated database it would give us information and leads so that we can clear cases that we would otherwise not be able to do.

The City of Pacifica is not debarred from participating in BSCC grants.

Pacifica Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Thank you for your consideration.

Bill Glasgo  
Police Captain  
Pacifica Police Department



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To: Board of State and Community Corrections  
Re: The Organized Retail Theft Prevention Grant Program  
Date: July 5, 2023

This letter is being submitted to document that the Redwood City Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, the Redwood City Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

Redwood City is located in southern San Mateo County, approximately 27 miles (43 km) south of San Francisco, and 24 miles (39 km) northwest of San Jose. Redwood City is home to several global technology companies including Electronic Arts, Evernote, Google, Box, and Informatica. The city's population was 84,292 according to the 2020 census. The Port of Redwood City is the only deepwater port on San Francisco Bay south of San Francisco. The city consists of a mix of residential, retail, manufacturing, hotels, and biotech campuses. Our largest retail businesses include one Costco stores, one Target store, two Safeway stores, and two CVS' stores.

Retail theft has greatly impacted these stores, along with other establishments within the city. Since 2018, our police department has responded to 1,216 reported incidents of shoplifting. This does not include the many unreported incidents of shoplifting that occur each day. During the same time period, we have investigated 340 catalytic converter thefts and 1,216 vehicle thefts.

Many of the suspects in the aforementioned investigations flee prior to police arrival and in some cases, a license plate or name is obtained as a possible lead. Although our organization has access to several different databases to assist in our investigations, the lack of software that can efficiently consolidate all data sources and securely share data in a timely manner is needed. Having software that accomplishes these tasks will reduce the time needed to solve these types of cases and will allow us to access data that we may not have found during individual database searches. Also, consolidating data from multiple agencies into one database can lead to the closure of cases that span across multiple jurisdictions and help identify larger organized retail theft operations.

Redwood City Police Department has a great working relationship with law enforcement agencies in San Mateo County. However, it is very difficult to capture all of the information shareable between jurisdictions and any gaps within that process due to each agency operating independently. Subsequently, it is also difficult to identify and obtain measurements which are distinct and valid enough to share with all our communities,



even with favorable outcomes. What the agencies in this county currently lack and crave is an encompassing, intelligence-aggregating system that allows agencies to share and collaborate on crime issues in real time. With multiple major retail centers in and around this jurisdiction, the prevalence of stolen vehicles and catalytic converter thefts, and other organized retail theft activity that sees suspects engaging in a flurry of thefts across multiple jurisdictions in often the span of just minutes and hours, San Mateo County agencies would benefit massively from an information and intelligence sharing system that could be both contributed to, and accessed, by all its collaborating agencies at the same time, in real time.

The Redwood City Police Department is not debarred in participating in BSCC grants.

The Redwood City Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Signed by,

A handwritten signature in blue ink, appearing to read 'K Bell', is written over a faint, light blue rectangular background.

Chief Kristina Bell



# CITY OF SOUTH SAN FRANCISCO POLICE DEPARTMENT

Scott Campbell – Chief of Police



To: Board of State and Community Corrections  
Re: The Organized Retail Theft Prevention Grant Program  
Date: July 1, 2023

This letter is being submitted to document that the South San Francisco Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, the South San Francisco Police Department agrees to heighten efforts to address retail and vehicle theft across San Mateo County, sharing data with all agencies participating in this grant, to better coordinate efforts.

The City of South San Francisco is located in northern San Mateo County. Its area spans approximately 30.17 square miles (9.20 square miles land, 20.97 square miles water). The current population is approximately 66,000 residents. The city consists of a mix of residential, retail, manufacturing, hotels, and biotech campuses. Our largest retail businesses include three Costco stores, two Safeway stores, and two Walgreen's stores.

Retail theft has greatly impacted these stores, along with other establishments within the city. Since 2018, our police department has responded to 1,163 reported incidents of shoplifting. This does not include the many unreported incidents of shoplifting that occur each day. During the same time period, we have investigated 840 catalytic converter thefts and 1,222 vehicle thefts.

Many of the suspects in the aforementioned investigations flee prior to police arrival and in some cases, a license plate or name is obtained as a possible lead. Although our organization has access to several different databases to assist in our investigations, the lack of software that can efficiently consolidate all data sources and securely share data in a timely manner is needed. Having software that accomplishes these tasks will reduce the time needed to solve these types of cases and will allow us to access data that we may not have found during individual database searches. Also, consolidating data from multiple agencies into one database can lead to the closure of cases that span across multiple jurisdictions and help identify larger organized retail theft operations.

The South San Francisco Police Department is not debarred in participating in BSCC grants.

The South San Francisco Police Department supports these efforts to reduce retail and vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Signed by,

Chief Scott Campbell



# SHERIFF

# CHRISTINA CORPUS

**SAN MATEO COUNTY SHERIFF'S OFFICE**

400 County Center, Redwood City, CA 94063

Telephone: (650) 363-4911

To: Board of State and Community Corrections  
Re: The Organized Retail Theft Prevention Grant Program  
Date: July 1, 2023

This letter is being submitted to document that the San Mateo County Vehicle Theft Task Force (VTTF) agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Mateo County Sheriff's Office. As a part of this grant, the VTTF agrees to heighten efforts to address motor vehicle theft across San Mateo County.

The San Mateo County Vehicle Theft Task Force (VTTF) was established in 1994 by the San Mateo County Board of Supervisors. Comprised of staff from the San Mateo County Sheriff's Office, California Highway Patrol, and local police departments in San Mateo County, the VTTF conducts investigations through a countywide coordinated effort to target specific vehicle theft crimes. It also conducts related business inspections; investigates organized auto theft activities; and provides specific training to local law enforcement agencies. Since 2008, the VTTF has received reports of over 11,075 stolen vehicles. From 2018 through 2022, we conducted 838 investigations, made 183 arrests and recovered 752 vehicles worth \$11,380,622. Statistics to date in 2023 continue to reflect consistent annual vehicle theft reports.

Staff assigned to the VTTF were part of the Sheriff's Office's early implementation of the C3.ai Law Enforcement solution in 2021. Previous data aggregation systems were not intuitive enough to be used safely and swiftly, especially in the field. Our staff provided valuable input on screen designs and the way data is displayed to aid us in our investigations from anywhere. C3.ai has proven they can consolidate ALPR data from different vendors and accurately align it with our records management systems. The platform has already helped us find important connections and investigative leads that would have been extremely time consuming to perform or limited in the siloed systems. Via this grant, expansion of the C3.ai Law Enforcement application to all county agencies and interested regional jurisdictions, coupled with the implementation of and integration with NCRIC's regional ALPR platform will truly expedite and enhance our ability to address and prevent vehicle theft crimes in our area.

The San Mateo County Vehicle Theft Task Force is not debarred in participating in BSCC grants.

The San Mateo County Vehicle Theft Task Force supports these efforts to reduce vehicle theft in the community, where rising rates continue to threaten the safety and wellbeing of residents.

Signed by,

A handwritten signature in blue ink, appearing to be "mfc".

Lieutenant / Commanding Officer

## Bias-Based Policing

### 401.1 PURPOSE AND SCOPE

This policy provides guidance to office members that affirms the San Mateo County Sheriff's Office's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the office's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach, partnerships).

#### 401.1.1 DEFINITIONS

Definitions related to this policy include:

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

### 401.2 POLICY

The San Mateo County Sheriff's Office 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 office to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

### 401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit a deputy from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

#### 401.3.1 CALIFORNIA RELIGIOUS FREEDOM ACT

Members shall not collect information from a person based on religious belief, practice, affiliation, national origin or ethnicity unless permitted under state or federal law (Government Code § 8310.3).

Members shall not assist federal government authorities (Government Code § 8310.3):

- (a) In compiling personal information about a person's religious belief, practice, affiliation, national origin or ethnicity.
- (b) By investigating, enforcing or assisting with the investigation or enforcement of any requirement that a person register with the federal government based on religious belief, practice, or affiliation, or national origin or ethnicity.

# San Mateo County Sheriff's Office

## Policy Manual

### Policy Manual

#### *Bias-Based Policing*

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#### **401.4 MEMBER RESPONSIBILITIES**

Every member of this office shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any biased-based actions by another member.

##### **401.4.1 REASON FOR CONTACT**

Deputies contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved deputy should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any deputy to document a contact that would not otherwise require reporting.

##### **401.4.2 REPORTING OF STOPS**

Unless an exception applies under 11 CCR 999.227, a deputy conducting a stop of a person shall collect the data elements required by 11 CCR 999.226 for every person stopped and prepare a stop data report. When multiple deputies conduct a stop, the deputy with the highest level of engagement with the person shall collect the data elements and prepare the report (11 CCR 999.227).

If multiple agencies are involved in a stop and the San Mateo County Sheriff's Office is the primary agency, the San Mateo County Sheriff's Office deputy shall collect the data elements and prepare the stop data report (11 CCR 999.227).

The stop data report should be completed by the end of the deputy's shift or as soon as practicable (11 CCR 999.227).

#### **401.5 TRAINING**

Training on fair and objective policing and review of this policy should be conducted as directed by the Training Unit.

- (a) All sworn members of this office will be scheduled to attend Peace Officer Standards and Training (POST)-approved training on the subject of bias-based policing.
- (b) Pending participation in such POST-approved training and at all times, all members of this office are encouraged to familiarize themselves with and consider racial and cultural differences among members of this community.
- (c) Each sworn member of this office who received initial bias-based policing training 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, identity and cultural trends (Penal Code § 13519.4(i)).

# San Mateo County Sheriff's Office

Policy Manual

Policy Manual

## *Bias-Based Policing*

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### **401.6 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE**

The Professional Standards Bureau Lieutenant shall ensure that all data required by the California Department of Justice (DOJ) regarding complaints of racial bias against deputies is collected and provided to the Records Manager or designee for required reporting to the DOJ (Penal Code § 13012; Penal Code § 13020). (See the Records Bureau Policy.)

Supervisors should ensure that data stop reports are provided to the Records Manager or designee for required annual reporting to the DOJ (Government Code § 12525.5). (See the Records Bureau Policy).

### **401.7 SUPERVISORY RESPONSIBILITIES**

Supervisors are responsible for promoting fair and impartial policing. They will make every effort to identify biased based policing and will take corrective actions as appropriate to the situations. Supervisors shall ensure that all personnel in their command are familiar with the content of this policy and will be alert and respond to indications that biased policing is occurring.

### **401.8 REVISIONS**

- Adopted January 13, 2017
- Revised October 21, 2019, January 28, 2019, January 1, 2020, July 16, 2020

# San Mateo County Sheriff's Office

## Policy Manual

### Policy Manual

#### *Automated License Plate Readers (ALPRs)*

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- (b) No civilian or sworn member shall use or authorize the use of any ALPR system or any ALPR database information for any reason other than official law enforcement purposes.
- (c) A positive Hit within the ALPR Program does not establish probable cause unless other significant factors for a detention exist. Absent exigent circumstances, or other information that helps to establish probable cause for a detention, the Hit information/data must be confirmed prior to taking any related law enforcement action.

#### **420.4 ROLES AND RESPONSIBILITIES**

- (a) General Use
  - 1. ALPR systems shall be deployed solely for official law enforcement purposes, including, but not limited to:
    - A. Locating stolen vehicles, carjacked vehicles, stolen license plates, wanted or missing persons, or vehicles on the Hotlist;
    - B. Canvassing areas surrounding recent crimes to capture license plates that may be connected to the crime event; and
- (b) ALPR Administrator
  - 1. The ALPR Administrator duties and Official Custodian duties are the responsibility of the Administrative Sergeant or designee for the applicable area.
  - 2. The ALPR Administrator shall ensure all ALPR system equipment is inspected, at a minimum, on a quarterly basis.
  - 3. The ALPR Administrator shall coordinate all training for use of the ALPR systems and related technologies.
    - A. No member of the Office shall operate ALPR equipment or access ALPR data without first completing department-approved training.
    - B. The following classifications are authorized to be trained in the use of the ALPR system:
      - i. Duly sworn peace officers.
      - ii. Professional staff whose duties require or call for the use of the system or data, for example, Community Service Officers assigned to investigative positions or Crime Analysts.
    - C. Training in the use of the system shall consist of:
      - i. Privacy and civil liberties protections.
      - ii. Legal authorities, developments and issues involving the use of ALPR data and technology.
      - iii. Current Office policy regarding appropriate use of ALPR systems.
      - iv. Technical, physical, administrative and procedural measures to protect the security of ALPR data against unauthorized access or use; and



# San Mateo County Sheriff's Office

## Policy Manual

### Policy Manual

#### *Automated License Plate Readers (ALPRs)*

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- v. Practical exercises in the use of the ALPR system.
  4. The ALPR Administrator shall submit an ALPR quarterly report to the Area Commander of any deployment of ALPR technology:
    - (a) The report will include at a minimum, total detections and hits generated from the ALPR equipment and a confirmation that there is no data in the system older than is permitted by this policy.
  5. The Sheriff's Office will give an annual report to the Governing Bodies on the number of license plates captured in any given time period, number of times the data was accessed by law enforcement, including but not limited to, a report from the law enforcement agency as to how many of the license plates included in the data accessed were Hits on an active wanted list, the number of inquiries made by law enforcement personnel by agency relative to the data, the justification(s) for those inquiries, and information on any data retained beyond retention periods (maximum of 12 months) and the reasons for such retention.
  6. The ALPR Administrator shall conduct periodic audits of user queries as well as update access to the database. This includes eliminating access to persons separated from the organization for any reason.
- (c) ALPR Operators
1. Shall ensure the ALPR cameras are properly affixed to the assigned Sheriff's patrol vehicle prior to starting their shift; inspecting units for damage or excessive wear.
  2. Upon discovery of any ALPR equipment that is inoperable or damaged in any way, the Operator shall:
    - (a) Immediately notify the ALPR Administrator in writing.
    - (b) Document the damage/issue on the County Vehicle Damage form.
  3. Shall start the ALPR system software to activate the system and receive the automatic updated Hotlist at the beginning of each shift.
    - A. ALPR units installed on marked Sheriff's patrol vehicles shall be activated and used at all times unless the operator of the vehicle has not been trained and certified to use the system.
    - B. Staff assigned unmarked Sheriff's vehicles equipped with an ALPR system may use their discretion on removing the external ALPR cameras based on mission needs.
  4. Shall ensure that the ALPR system software, hardware, and GPS are fully operational.
  5. Shall not attempt to repair defective or inoperable ALPR equipment.
- (d) ALPR Hits
1. When an alarm is received alerting operators of a positive Hit from the Hotlist database, a digital image of the license plate will be displayed on the mobile data computer screen.

# San Mateo County Sheriff's Office

## Policy Manual

### Policy Manual

#### *Automated License Plate Readers (ALPRs)*

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2. Absent exigent circumstances, or other information to establish probable cause for a detention, ALPR operators shall compare the digital image of the license plate to the Hotlist information to verify the Hit for both the state in which the license plate was issued and characters on the plate. ALPR systems will alert based on the alpha numeric characters displayed for license plates issued and false positives are possible based on license plates with the same numbers from other states. ALPR systems may also misread letters and numbers of similar shapes. This is the primary reason that, absent exigent circumstances, all positive Hits must be confirmed prior to taking law enforcement action.
3. Absent exigent circumstances, or other information to establish probable cause for a detention, ALPR operators shall confirm the ALPR information by radio or mobile data computer to immediately confirm the Hit prior to taking enforcement or any other type of action.

#### **420.5 ALPR DATA**

##### (a) Internal Data

1. All ALPR data downloaded to the server will be stored for one year or the length of time approved by the jurisdiction in which it is deployed. After that time has elapsed, the data will be purged. If the applicable data has become, or it is reasonable to believe will become, evidence in a criminal or civil action, or is subject to a lawful action to produce records, it should be downloaded from the server onto portable media and booked into evidence.

##### (b) Sharing Data

1. Detection data generated from SMCSO ALPR systems will be shared with requesting law enforcement agencies only after it is determined that the request is for official and legitimate law enforcement purposes.

##### (c) Hotlists

1. State and/or national standing Hotlists will be automatically downloaded into the ALPR database a minimum of once a day with the most current data overwriting the old data.
  - A. The Hits from these data sources should be viewed as informational; created solely to bring to law enforcement's attention the specific license plates that have been, or may have been, associated with criminal activity.

##### (d) Plates of Interest

1. License plate data added to the database will have an expiration date of no longer than 30 days.
2. Plates entered into the ALPR database will contain the following information as a minimum:
  - A. Entering Deputy's name and contact information.
  - B. Corresponding SMCSO event number.

**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.**

| <b>AUTHORIZED SIGNATURE</b><br>(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<br>X   |       | DATE             |          |