

LOS ANGELES POLICE COMMISSION

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EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
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December 21, 2023

BPC #23-235

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

The Honorable City Council
City of Los Angeles, Room 395
c/o City Clerk's Office

Dear Honorable Mayor:

RE: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE STATE
BUDGET ACT OF 2022 ORGANIZED RETAIL THEFT PREVENTION GRANT
PROGRAM

At the regular meeting of the Board of Police Commissioners held Tuesday, December 5, 2023, the Board APPROVED the Department's report relative to the above matter.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in cursive script, appearing to read "Maria Silva".

MARIA SILVA
Commission Executive Assistant II

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

BFC #23-235 (30)

RECEIVED

NOV 29 2023

POLICE COMMISSION

December 1, 2023

1.14

TO: The Honorable Board of Police Commissioners

REVIEWED BY *Richard M. Tefank*
11/29/23

FROM: Chief of Police

RICHARD M. TEFANK DATE
EXECUTIVE DIRECTOR

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE STATE BUDGET ACT OF 2022 ORGANIZED RETAIL THEFT PREVENTION GRANT PROGRAM

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the attached grant application and award, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst, and to the City Clerk for committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
 - A. AUTHORIZE the Chief of Police to ACCEPT the grant award of \$15,650,000 for the Budget Act of 2022 Organized Retail Theft Prevention Grant Program from the California Board of State and Community Corrections for the period of October 1, 2023 through June 1, 2027;
 - B. AUTHORIZE the Chief of Police or his designee to negotiate and execute the grant agreement, subject to the review of the City Attorney as to form and legality;
 - C. AUTHORIZE the Chief of Police or his designee to negotiate and execute a contract with Peregrine System to provide a real-time decision and operations management platform that will assist in the criminal investigation analysis, not to exceed \$2,793,750, commencing at the date of contract execution through December 31, 2026, subject to review and approval of the City Attorney;
 - D. AUTHORIZE the Chief of Police or his designee to negotiate and execute a contract with a vendor to provide a command center solution with integrated technology grouping interface from public and private video feeds, not to exceed \$1,287,582, commencing at the date of contract execution through December 31, 2026, subject to review and approval of the City Attorney;

- E. AUTHORIZE the Chief of Police or his designee to negotiate and execute a new contract or amend an existing contract with a vendor for the expansion of the automated license plate camera system, not to exceed \$7,568,893, commencing at the date of contract execution through December 31, 2026, subject to review and approval of the City Attorney;
- F. AUTHORIZE the Chief of Police or his designee to negotiate and execute a new contract or amend an existing contract with an external accounting firm to conduct a financial audit on the grant program, not to exceed \$25,000, commencing at the date of contract execution through June 1, 2027, subject to review and approval of the City Attorney;
- G. AUTHORIZE the Chief of Police or his designee to negotiate and execute a professional services agreement with Justice and Security Strategies, Inc. to provide a process and outcome evaluation on the grant program, not to exceed \$782,500, commencing at the date of contract execution through June 1, 2027, subject to review and approval of the City Attorney;
- H. AUTHORIZE the Los Angeles Police Department (LAPD) to submit grant reimbursement requests to the grantor and deposit the grant receipts in Fund No. 339, Department No. 70;
- I. AUTHORIZE the LAPD to spend up to the total grant amount of \$827,919 in accordance with the grant award agreement;
- J. AUTHORIZE the Controller to set up a grant receivable and appropriate \$15,650,000 to appropriation account, account number to be determined, within Fund No. 339, Department No. 70, for the receipt and disbursement of Organized Retail Theft Prevention grant funds;
- K. AUTHORIZE the Controller to increase appropriations as needed from Fund No. 339, Department No. 70, appropriation account number to be determined, to Fund No. 100, Department No. 70, account numbers and amounts as follows:

<u>Account Name</u>	<u>Account #</u>	<u>Amount</u>
Sworn Overtime	001092	\$300,000
Related Costs	TBD	\$28,320

- L. INSTRUCT the City Clerk to place the following action relative to the Budget Act of 2022 Organized Retail Theft Prevention Grant Program on the City Council agenda on July 1, 2024 or the first meeting day thereafter:

Authorize the Controller to transfer from Fund No. 339, Department No. 70, account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

<u>Account Name</u>	<u>Account #</u>	<u>Amount</u>
Sworn Overtime	001092	\$379,904
Related Costs	TBD	\$35,863

M. AUTHORIZE the LAPD to prepare the Controller's instructions for any necessary technical adjustments, subject to the approval of the CAO, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

DISCUSSION

The Organized Retail Theft (ORT) Prevention Grant Program was established in Senate Bill 154 to support local law enforcement agencies in preventing and responding to ORT, motor vehicle or motor vehicle accessory theft, or cargo theft. Through this funding, the LAPD will implement Project Blue Light, which aims to prevent, mitigate and investigate these types of crimes and use an evidence-based strategy built on collaborations with businesses across the City. The grant agreement service period covers October 1, 2023 and ends on December 31, 2026. However, an additional five months (January 1, 2027, to June 1, 2027) is included in the term of the grant agreement for the sole purposes of finalizing and submitting a required Local Evaluation Report and a required financial audit.

Project Blue Light will use \$7,784,893 of grant funds to purchase additional cameras from vendors such as Motorola or Flock for the Automated License Plate Recognition System expansion, and for the installation and maintenance of fixed cameras by Bureau of Street Lighting. The project also aims to enhance the current Community Safety Operations Centers and Area Crime and Community Intelligence Centers by deploying an integrated technology platform (\$1,287,582) such as the Motorola Command Central Aware Software or the FUSUS system that will receive video feeds from the ALPR fixed and mobile cameras, and security cameras from business partners across the City. Grant funding in the amount of \$2,793,750 will be allocated for Peregrine System, a decision and operations management platform that will curate real-time information for officers and detectives, so they can deploy better strategies and make accurate, high-conviction decisions to keep communities safe and ensure accountability across the department. Professional services agreements will be executed for Justice and Security Strategies, Inc. (\$782,500) for data collection and evaluation services and an external accounting firm (\$25,000) for the required financial audit of the grant. Sworn overtime allocation in the amount of \$744,087 will be used by Commercial Crimes Division (CCD) to deploy blitz operations, saturation details and cargo response operations to coordinate proactive enforcement for retail theft, vehicle theft and cargo theft. Funding in the amount of \$165,563 will be allocated for supplies such as computers, monitors, and binoculars. Grant funds in the amount of \$2,055,119 is budgeted for the purchase of equipment such as video trailers, amplifiers, etching instruments, and eight vehicles for CCD detectives. Other costs such as vehicle tracker subscriptions have also been budgeted in the amount of \$11,506.

The Honorable Board of Police Commissioners

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If you have any questions, please contact Senior Management Analyst Stella Larracas, Officer in Charge, Grants Section, Office of Constitutional Policing and Policy, at (213) 486-0380.

Respectfully,



MICHEL R. MOORE
Chief of Police

**BOARD OF
POLICE COMMISSIONERS**
Approved *December 5, 2023*
Secretary *Maria Silva*

Attachment

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1158- 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

Los Angeles Police Department

2. The term of this Agreement is:

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027

3. The maximum amount of this Agreement is:

\$15,650,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Prevention Grant Program Grant Proposal	40
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	1
Appendix B	Grantee Assurance for Non-Governmental Organizations	2

* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/organized-retail-theft-grant-program/>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Los Angeles Police Department

CONTRACTOR BUSINESS ADDRESS

100 West First Street, Suite 1072

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Michel Moore

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**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 Los Angeles Police Department (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

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

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:

Name: Michel Moore

Title: Chief of Police

Address: 100 West First Street, Suite 1072, Los Angeles CA 90012

Phone: 213-486-0150

Email: grants@lapd.online

Designated Financial Officer authorized to receive warrants:

Name: Stella Larracas

Title: Senior Management Analyst II

Address: 100 West First Street, Suite 1061, Los Angeles CA 90012

Phone: 213-486-0380

Email: N3371@lapd.online

Project Director authorized to administer the project:

Name: Alfonso Lopez

Title: Captain III

Address: 100 West First Street, Suite 530, Los Angeles CA 90012

Phone: 213-486-8430

Email: alfonso.lopez@lapd.online

- 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
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

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- April 1, 2024
- June 1, 2027

C. Other

Financial Audit Report

Due no later than:

- 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/

- 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

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	\$744,087
2. Services and Supplies	\$165,563
3. Professional Services or Public Agency Subcontracts	\$11,866,225
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Data Collection and Evaluation	\$782,500
6. Equipment/Fixed Assets	\$2,055,119
7. Financial Audit (Up to \$25,000)	\$25,000
8. Other (Travel, Training, etc.)	\$11,506
9. Indirect Costs	\$0
TOTALS	\$15,650,000

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

City of Los Angeles - Los Angeles Police Department

07/07/2023

id. 41334465

by **Barbra Montesquieu** in **Organized Retail Theft Prevention Grant Program**

n3202@lapd.online

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)

City of Los Angeles - Los Angeles Police Department

Multi-Agency Partnerships Information (if applicable)

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.

Multi-Agency Partnerships

No: This is not a Multi-Agency Partnership Application

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

Lead Public Agency **Los Angeles Police Department**

Applicant's Physical Address **100 West First Street
Los Angeles
CA
90012
US**

Applicant's Mailing Address (if different than the physical address)

Mailing Address for Payment **100 West First Street
Suite 1061 Attn: Grants Section
Los Angeles
CA
90012
US**

Tax Identification Number **95-6000735**

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.**

Project Director **Kris
Pitcher**

Project Director's Title with Agency/Department/Organization **Deputy Chief, Commanding Officer, Detective Bureau**

Project Director's Physical Address **100 West First Street
Ste 630
Los Angeles
CA
90012
US**

Project Director's
Email Address **kris.pitcher@lapd.online**

Project Director's
Phone Number **+12134867000**

Financial Officer **Stella
Larracas**

Financial Officer's
Title with
Agency/Department/Organization **Sr. Management Analyst, Grants Manager**

Financial Officer's
Physical Address **100 West First Street
Ste 1061
Los Angeles
CA
90012
US**

Financial Officer's
Email Address **N3371@lapd.online**

Financial Officer's
Phone Number **+12134860380**

Day-To-Day Program
Contact **Alfonso
Lopez**

Day-To-Day Program
Contact's Title **Captain, Commanding Officer, Commercial Crimes Division**

Day-To-Day Program
Contact's Physical
Address **100 West First Street
Ste 530
Los Angeles
CA
90012
US**

Day-To-Day Program
Contact's Email
Address **alfonso.lopez@lapd.online**

Day-To-Day Program
Contact's Phone
Number **+12134868430**

Day-To-Day Fiscal
Contact **Barbra
Montesquieu**

Day-To-Day Fiscal
Contact's Title **Sr Management Analyst, Grants Section**

Day-To-Day Fiscal Contact's Physical Address
**100 West First Street
Ste 1061
Los Angeles
CA
90012
US**

Day-To-Day Fiscal Contact's Email Address
n3202@lapd.online

Day-To-Day Fiscal Contact's Phone Number
+12134860380

Name of Authorized Officer
Michel Moore

Authorized Officer's Title
Chief of Police

Authorized Officer's Physical Address
**100 West First Street
Los Angeles
CA
90012
US**

Authorized Officer's Email Address
grants@lapd.online

Authorized Officer's Phone Number
+12134860150

Authorized Officer Assurances
checked

SECTION III - PROGRAM INFORMATION
This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.

Project Title
Project Blue Light

Proposal Summary
This proposal from the Los Angeles Police Department, Project Blue Light, requests funds to prevent, mitigate, and investigate organized retail theft (ORT), motor vehicle theft (MVT), and cargo theft (CT). Project Blue Light is an evidence-based strategy that is built on the Department's collaborations with businesses across the city. It will achieve three goals:
1. Reduce crimes, especially ORT, MVT, and CT, through prevention and intervention by implementing Project Blue Light.
2. Solve more ORT, MVT, and CT crimes by improving police investigations through Project Blue Light.
3. Increase cooperation between business owners, communities, and the police

PROGRAM
PURPOSE AREAS

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.

Program Purpose
Areas (PPAs):

**PPA 1: Organized Retail Theft
PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft
PPA 3: Cargo Theft**

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.

Funding Category

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

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.

Proposal Narrative
Instructions

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

Project Need

The Los Angeles Police Department (LAPD) is applying for funding for all three program purpose areas of the BSCC solicitation: organized retail theft (ORT), motor vehicle theft (MVT), and cargo theft (CT). The need for assistance in dealing with these crimes has not been clearer. Since 2020, acquisitive crime - property crimes and robberies where people acquire money or goods, have increased in L.A. In addition, with the decreases in police personnel in the LAPD, preventing, mitigating, and investigating these crimes have become serious issues.

COVID-19 led to an increase in MVTs and burglaries from businesses as people left their cars unattended and businesses were closed. As the pandemic waned in 2022, the recent uptick in ORT, MVT, and CT reflect a return to somewhat normal living conditions. Opportunities for retail theft and commercial robberies have increased as shops reopened. Another factor may be the emergence of economic conditions, such as the rise in food, fuel, and housing prices that began in the final months of 2021 and accelerated sharply in 2022

and 2023.

In the aftermath of the George Floyd Demonstrations, LAPD saw its force of 9,900 officers in 2020 decrease to 9,035 in 2023. Civilian personnel declined from 3,500 to about 2,900. This led to a reallocation of personnel across the Department and stretched its resources to the limit. While reallocation of officers occurred in every bureau, detective and administrative units were especially affected; some were reduced in size while others were eliminated entirely. While LAPD is recruiting more officers, the process for hiring, selecting, and training is long and will require several years before it achieves its goal of 9,700 officers.

The Process. To determine its needs, LAPD analyzed data from its records management system, created computer maps to identify ORT and MVT hot spots, discussed issues with its retailers and businesses, reviewed literature from the National Retail Federation (NRF) and CargoNet, and studied reports on best practices and evaluations of specific programs in criminal justice literature to see what works to reduce these crimes.

Conditions or elements that contribute to the need

The City of LA includes nearly 4 million people and covers about 472 square miles. The LAPD is made up of four Patrol Bureaus with 21 Divisions. Within each Division Captains oversee patrol officers, investigators, and crime and intelligence analysts. Investigations are handled both at the Divisions (property and violent crimes) and at headquarters through the Detective Bureau (DB). The Commercial Crimes Division (CCD) located in DB is responsible for ORT and CT. For MVTs each of the 21 Divisions has detectives assigned to the Automobile Table to investigate them. Coordination is needed to ensure that organized MVTs are correctly identified

The reallocation of investigators has directly affected CCD – both the ORT and CT units were dismantled in 2020. Without the ORT unit, there was no central investigative entity within the LAPD that identified organized groups that entered retail locations and conducted booster operations and related fencing operations. Without the CT unit cargo was stolen from railyards, fraud was perpetrated on warehouses, and fictitious pickups increased. During their last full year of recording data (2018) the CT Unit recovered \$2.7 million in stolen cargo. The unit recovered an average of \$2.8 million worth of cargo while in operation.

In January 2023 after nearly three years without the units, 3-person ORT and CT units were re-established in response to the passage of CA Assembly Bill 1065, which made organized retail crime a felony. These units continue to be short-staffed and need technological support to increase its efficiency.

Local data to demonstrate the nature and scale of the problem and justification for grant funds.

ORT crimes are soaring in L.A. – the city has experienced a 14.2% increase in retail theft over the past year. This rise is also recognized by consumers. According to a recent survey conducted by the National Retail Federation (NRF), most consumers believe retail crime has increased. Furthermore, executives at Target, as well as other big-box brands such as Walmart, indicate that inventory loss has hit record-breaking levels. In fact, Target which has 29 stores in the City

of Los Angeles, has reported that it will lose \$1 billion in inventory based on the surge in retail theft.

The five LAPD Divisions (of 21) with the largest increase in total retail thefts compared to 2022 are Wilshire, Van Nuys, West Los Angeles, Newton, and 77th Street. In 2023, the top repeat locations are a Target store in Wilshire, Westfield Century City Mall in West LA, Figueroa at 7th (a mall) in Central, another Target in Rampart, and The Grove (mall) in Wilshire. Five-year trends show that malls at Century City, the Grove, and Topanga have the highest numbers of retail thefts.

While MVTs have decreased slightly over the last five years, thefts of catalytic converters have increased by 33%. Hot spots for MVTs are in South LA, but catalytic converter theft is city wide.

Cargo theft has also made headlines. Stolen cargo from railways and railyards; fraud and fictitious pickups by commercial truck drivers; and stolen commercial trailers are among the problems associated with cargo theft. According to CargoNet, a nationwide clearinghouse for the industry, Southern California is the region for redirecting stolen cargo goods. Between January 2021 and March 2023, L.A. County was the top county in the U.S. for fictitious pickup thefts, accounting for 27.6% of the thefts nationwide.

In 2022 CCD formed the Cargo Rail Task Force in response to the increase of cargo theft from the Union Pacific rail line within L.A. United Parcel Service (UPS) advised that they were experiencing an increase in rail cargo container theft on Union Pacific trains as 80 rail cargo containers a day were being burglarized with a reported loss of over \$20 million. The Cargo Rail Task Force worked in collaboration with over 40 retail corporations and 20 law enforcement partners and completed an 8-month investigation where \$20 million of stolen merchandise was recovered and 35 people arrested.

The success of the task force made it clear that LAPD needed to continuously investigate and intervene in the problem. During the first half of 2023, it has recovered over \$10 million in merchandise stolen from cargo containers from the trucking industry. The CCD Cargo unit is the only entity able to investigate such complex crimes but needs additional staff to assist with its investigations.

Project Description

To address ORTs, MVTs, and CTs, the LAPD will establish Project Blue Light (PBL), a comprehensive and collaborative program that involves the businesses and communities affected by these crimes. Like Project Green Light in Detroit, LAPD will work closely with business owners and in residential areas to install technology that will assist in preventing and solving ORTs, MVTs, and CTs. For ORTs, businesses in malls and shopping centers will be asked to link their existing security cameras to the LAPD system. For cargo thefts, LAPD will work with businesses to link their security cameras in railyards, warehouses, and other areas. In addition, LAPD will work jointly with the businesses to improve lighting and other target hardening techniques. For retailers in malls and shopping centers, LAPD will work with businesses to ensure that the cameras are installed both inside and outside, with inside-facing cameras monitoring within business activity and outside-facing cameras monitoring activity immediately outside the location. Outside-facing

cameras may be focused primarily on the businesses' property, but also capture footage from nearby streets and intersections. Businesses may be asked to install and maintain exterior signs and a door or window decal featuring "Project Blue Light". Based on Project Green Light in Detroit, it may be necessary for businesses to have high-speed Internet capable of maintaining a high-definition live stream monitored at LAPD's Bureaus and Divisions.

Prior to implementation, potential businesses and street segments will be identified by LAPD based on several factors, such as the number of calls for service, a history of crime reports, and noted community concerns about the businesses and thefts in the area. Participating businesses will be asked to meet a series of requirements to enter the program. Businesses may be subject to inspection to ensure that cameras work, and that adequate lighting and signage are present.

For MVTs and CTs, Automated License Plate Readers (ALPRs) will be set up on streets where vehicles enter and exit business and residential areas to identify stolen ones and identify those that might be involved in cargo thefts. ALPR systems are far better than the manual system of calling in a license plate and having a call taker check DMV records. ALPRs capture images of the vehicle's license plate, transform that image into alphanumeric characters using optical scanning software, compare the plate number to databases of vehicles, and then alert the officer or system to the importance of the vehicle. The process typically takes place in seconds once a plate has been scanned and is far more efficient than the manual process. Nationally, ALPR systems are now in use for: traffic enforcement, parking management, tollbooth operations, secure area access control, collection of delinquent taxes and fines, homeland security and terrorist interdiction, AMBER alerts, gang and narcotic interdiction, the identification of suspended and revoked drivers, and the recovery of stolen vehicles. Researchers estimate that 70% of all perpetrated crime involves the use of a vehicle, so targeting license plate numbers gives police departments a substantial opportunity to capture criminals and to control future-related crimes (Ozer 2016).

With program funding from BSCC, an integrated technology platform will be created to connect 300 ALPR fixed cameras, 25 mobile ALPR trailers, 18 security video cameras, and security cameras from business partners across the city. This platform will feed data to the four Bureaus and the 21 Area stations or Divisions. Each Division has an Area Crime and Community Intelligence Center (ACCIC), and each Bureau has a Community Safety Operations Center (CSOC). The ACCICs and the CSOCs are real-time crime centers where analysts work and are connected to LAPD data systems. This concept has been in existence since 2016, where ACCIC personnel review crime reports, analyze crime data, work with patrol and detective personnel, utilize Senior Lead Officers who are dedicated to community outreach and engagement, and develop strategic and purposeful crime strategies aimed at reducing crime.

A basic need of these centers is more information about where, when, and how ORTs, CTs, and MVTs are occurring. The integrated technology platform would help to close this gap. Analysts and investigators can view occurrences in real-time and be alerted to

vehicles of interest via the ALPR systems. In addition, video recordings of incidents will assist detectives in identifying suspects, making arrests, and filing cases with the city and/or district attorney's offices.

The integrated technology platform will unify LAPDs real-time response. Identification of crimes and stolen vehicles and analysis of where, what, and who is involved will provide critical insights to investigators and commanders. This will also enable instant communication of intelligence to responders in the field.

Coordination and collaboration. LAPD personnel will continue to collaborate internally

and externally with retail and law enforcement partners. Commercial Crimes Division (CCD) in the Detective Bureau is comprised of highly trained and experienced detective personnel. Three distinct units have been formed to address Organized Retail theft, Organized Motor Vehicle Theft and Organized Cargo theft. These three units are tasked with liaising and training patrol and detective personnel assigned to the 21 Divisions and building relationships with criminal justice agencies, and retail and community stakeholders. CCD has developed strategies in collaboration with the California Highway Patrol Organized Retail Theft Unit and the Los Angeles County Sheriffs Cargo Detail, to respond to ORT within LA. At this time, CCD has scheduled a Retail Theft Summit for July 12, 2023, which will focus on ORT and the re-establishment of the Los Angeles Organized Retail Crime Association (LAORCA).

In addition, CCD has continued to collaborate with retail business stakeholders who use trucks or rail to transport their merchandise and has partnered with both Western States Cargo Task Force Association and CargoNet. CCD also works with law enforcement partners, specifically the California Highway Patrol Cargo Task Force and the Los Angeles County Sheriffs Cargo Detail, to share information related to combating cargo theft.

Goal, objectives, and impact

There are three goals of the project:

1. Reduce crimes, especially ORT, MVT, and CT, through prevention and intervention by implementing Project Blue Light.
2. Solve more ORT, MVT, and CT crimes by improving police investigations through Project Blue Light.
3. Increase cooperation between business owners, communities, and the police.

We anticipate that with the presence of visible cameras and PBL signage a deterrent effect against potential offenders should arise and lead to fewer calls for service, reported crimes, and public disorder incidents. LAPD will work with businesses, community organizations, and individuals to educate them about PBL and to ensure that they are receptive to it.

For MVTs, ALPRs will be set up on streets, parking lots/garages, and other places that have a high volume of calls for service and incident reports for stolen vehicle or catalytic converter thefts.

Technology alone will not reduce or solve crime; nor will it increase cooperation within the community. Detectives are needed to investigate; Captains and line officers are needed to talk with businesses and residents to set up security cameras and ALPRs;

and analysts are necessary to monitor footage and assess situations as they unfold.

To make the best use of the information that will be gathered, CCD will augment its ORT and CT units through overtime, more detectives, and with motor vehicle theft liaisons (MVTs). The ORT and CT units will track, identify, and prosecute criminal groups and their ringleaders to dismantle their networks. The ORT and CT units would conduct intensive investigations, involving surveillance, crime mapping, electronic evidence analysis, and vertical prosecution to identify and successfully prosecute mid- to high-level operators. The capture of these persons should significantly dismantle criminal networks and reduce the high dollar property theft and disruption of commerce flow within the state. Both units are dedicated to building partnerships and best practices with other law enforcement agencies, retailers and other private companies.

The purpose of the MVT liaisons is to collaborate with LAPD divisions and other law enforcement partners to reduce auto theft. Working with the Automobile theft investigators and patrol officers in the divisions will lead to improved investigations, case preparation, training, prosecutions, and community outreach aimed at vehicle theft prevention. The MVT liaisons are also expected to provide their expertise to and collaborate with 12 LAPD detectives assigned to the Task Force for Regional Auto Theft Prevention (TRAP). This task force focuses on those organized individuals who are engaged in fraud and identity theft to acquire stolen vehicles and the organized crime component of catalytic converter theft.

Rationale for the proposed activities

Research and evaluations of security cameras show that they assist in crime prevention, especially vehicle thefts (Piza 2018). Research also shows that security cameras work best in combination with other interventions, like community outreach, increased police operations, and monitoring of the system (Circo et al., 2020). In addition, research suggests the greatest value for security cameras rests on their enhancement of investigations (Piza et al 2019). That is, in Newark, NJ researchers found a significant association with crime clearance when those crimes were captured on security cameras. Research on ALPR systems in Cincinnati found that they significantly increased follow-up arrests and were cost efficient (Ozer 2016).

Project Green Light in Detroit had similar goals and objectives as described above. The crime control strategy employed by the Detroit police was two-fold: 1) the security cameras were monitored by staff at the real-time crime center, and 2) the police established active partnerships with over 700 businesses in the city. Evaluators at Michigan State University found that these tactics led to reductions in crime (Circo et al., 2020 and Circo et al., 2022).

Policies

The LAPD has existing policies that govern the use of surveillance technology. The policies explicitly follow California's "Electronic Communication Privacy Act" and can be found at: Department Manual Sections 1/140.15, 3/568.05, 3/568.10, 3/568.15, 568.40, 3/568.45 and 4/742.15 (Addendum E).

The LAPD has existing policy that limits racial bias. It explicitly

“prohibits all forms of biased policing” and “re-emphasizes the Department’s commitment to serving all members of the public in a just, transparent and equitable manner, consistent with their civil and individual rights, and in accordance with existing policies and procedures.” [Department Manual Volume I, section 345 (Addendum D)].

Project
Organizational
Capacity and
Coordination

LAPD will provide fiscal and administrative oversight over the project. The Grants Section has managed projects of this magnitude. Since 2015, the Department has received ~100 grants from funding agencies including the State of California and the U.S. Dept. of Justice totaling over \$100 million.

Project Blue Light involves LAPD’s Office of Operations (OO), the Detective Bureau (DB), the Information Technology Bureau (ITB), and an evaluator, Justice & Security Strategies, Inc. (JSS). The Executive Project Director is Deputy Chief Kris Pitcher who oversees the DB. Captain Alfonso Lopez of CCD is the Project Director. Commander Stacy Spell, Assistant Director of OO and Commander Randy Goddard of ITB will serve as co-Project Managers. Dr. Craig Uchida and JSS will evaluate the project and help to monitor implementation. They will form the PBL Working Group.

Partners

The LA County Sheriffs’ Department (LASD), California Highway Patrol (CHP), LA City Attorney (LACA), and LA County District Attorney’s Office (LADA) will collaborate with LAPD on this project. LASD and CHP will work on ORT and CT task forces. The LACA and LADA will write search warrants, arrest warrants, and file cases on organized thefts.

JSS has served as the research partner for LAPD since 2008; it will serve as the evaluator for the project. Dr. Uchida is a nationally-recognized researcher who has published numerous reports and articles on policing. He and his staff will write the evaluation plan, collect and analyze data, write progress and interim reports, and write the final evaluation report.

Timeline

Project Blue Light (PBL) will begin on 10/1/23 and end on 6/1/27. The timeline is:

10/1/23-4/30/24 – The first 7 months will be spent on executing contracts, MOUs, and getting approvals from the city. Contracts for technology vendors will be written and approved by city offices. We anticipate adding to the current contract for ALPRs. For the integrated platform, an existing vendor might be appropriate, or we may solicit new bids. Software, computer workstations, and supplies will be obtained through current vendors.

All four patrol Bureaus will receive ALPRs (60 each). They will be rolled out over the first 24 months based on data analysis of ORTs, MVTs, CTs and other criteria (e.g., willingness to participate in PBL). Businesses in 10 Divisions will be linked to the integrated platform in the first 18 months. At the mid-way point of the project (July 2025) LAPD will assess the progress of the project, review data and reports, and prepare for completing the platform integration and placement of ALPRs in the final year (2026).

Based on current data, Topanga Mall will be the first area to receive

the ALPRs and to link to the integrated system.

5/1/24-7/31/24 – Roll to Topanga Division. JSS will document the process, collect and analyze data, observe activities, and write a brief report that shows how to implement PBL for other divisions.

8/1/24-12/31/24 – Select, and roll out PBL to 3 Divisions. Data collection for the evaluation will continue.

1/1/25-6/30/25 - Select and roll out PBL to 6 Divisions. Data collection for the evaluation will continue.

7/1/25-9/30/25 – Assess the progress of PBL. Re-align the project as necessary. JSS provides an interim report on PBL in 10 Divisions.

10/1/25-9/30/26 - Select and roll out PBL to 11 Divisions. Data collection for the evaluation will continue.

10/1/26-12/31/26 –Assess needs of all Bureaus and Divisions.

Complete all aspects of the grant except the evaluation.

1/1/27-6/1/27 – Finish the evaluation and submit a report to BSCC.

Project Management Structure

PBL will be managed by the Detective Bureau/CCD with the collaboration of the Office of Operations and ITB. The PBL Working Group will meet twice monthly for the first six months to ensure that the project meets its timelines and objectives. Monthly meetings will occur for the next year, followed by quarterly meetings in the final 18 months of the grant. Decisions will be made by the Working Group.

Project Evaluation and Monitoring

The PBL Working Group, LAPD staff and an external research partner, JSS, will work together to monitor activities and to evaluate the project. Quarterly progress reports will be submitted by the LAPD's Grants Section. JSS will serve as the evaluator and write the Local Evaluation Plan and Local Evaluation Report. The Grants Section and JSS have worked together on previous grants; for this project they will collect information continuously about the progress of the grant from start-up to completion.

Process and Outcome Measures

JSS will conduct the process and outcome evaluation of PBL. The process measures include the number of businesses that are part of the program, the number of ALPRs purchased and placed, the number of personnel trained on ALPRs; the amount of time to set up the technology at each Division; the physical environment of the business areas; and other details as they arise.

The primary outcomes of PBL are reduction in crimes – ORT, MVT, and CT and their solvability (arrests). These will be measured through the number of monthly crime incident reports, calls for service, and arrests extracted from LAPD's records management system.

At the midway point of the project, JSS will provide a detailed assessment of the implementation process. Feedback about the integrated system, installation of technology, the use of the system at the Divisions, and the work of task forces will be provided to the Department. This will allow LAPD to make adjustments and changes to PBL if needed and appropriate.

Project Monitoring

The PBL Working Group and Grants Section will monitor the project. Due to the breadth, depth, and importance of the project, the Working Group will ensure that implementation occurs across the Department. The bi-monthly, monthly, and quarterly meetings over

the 44-month period will produce notes and follow-up activities as the project moves forward. The Working Group has the authority to make changes and decisions about all aspects of the project.

Data Collection and Evaluation

Quantitative and qualitative methods will be used in the evaluation. Quantitative data include calls for service, incident reports, and arrests. JSS will measure trends over time with these data from 2006-2027. Data from 2006-2023 are baseline indicators that will be broken down by Division and PBL locations. Data from 5/2023 to 6/2027 will be the intervention period. Monthly tables and charts will be created for retail and motor vehicle thefts. Data on cargo thefts will be provided by CargoNet every month.

Qualitative data involve systematic social observations (SSO) of business areas and activities that occur in and around them. This method will be used in and around three businesses in three different Divisions. SSOs are conducted to identify visual signs of social and physical disorder in public spaces. They provide a qualitative view of the area or specific location. In this case, pre-post collection of data will be conducted. Trained observers will use coding instruments to measure the physical environment and the social behaviors in and around the location before and after the intervention. This is another way to measure changes that may occur (e.g. signage, lighting, or physical changes) as a result of PBL (McCluskey, Uchida, Feys & Solomon 2023).

JSS has a data sharing agreement with LAPD in place.

Research Design

The evaluation will involve quasi-experimental designs. A pre-post design and an interrupted time series (ITS) design will be used. The pre-post design will simply compare measures before and after the intervention for each Division. The ITS method is a stronger and more robust design than the pre-post comparison. The ITS compares pre-existing trends over a baseline period to post-intervention trends to determine whether the intervention had an impact. The ITS design can capture the net impact of PBL across Divisions.

PBL will be rolled out in phases allowing for careful tests of the equipment and implementation of the technology and use by officers and analysts. As described in the timeline, Topanga Division will be first. JSS will observe how LAPD works with Topanga Mall, how it sets up security camera feeds, how the ALPR system works, and how the technology is used at the analysis center. JSS will provide a report on the initial implementation of PBL; after 18-months JSS will provide a report on the implementation of PBL in 10 Divisions; and the final report will cover 21 Divisions.

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.**

Budget Attachment

[LAPD_Budget_Attachment.xlsx](#)

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

Project Work Plan (Appendix B)

[LAPD_Project-Work-Plan_.pdf](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[LAPD_2023_NA_Attachments.pdf](#)

Local Impact Letter(s) (Appendix E)

[LAPD_Impact_Letter.pdf](#)

Letter(s) of Commitment, (Appendix F)

[LAPD_LETTERS_OF_SUPPORT.pdf](#)

Policies Limiting Racial Bias

[LAPD_Policy_Limit_Racial_Bias.pdf](#)

Policies on Surveillance Technology

[LAPD_Policy_on_Surveillance_Tech.pdf](#)

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

[LAPD_Certificate_of_Compliance.pdf](#)

OPTIONAL:
Governing Board
Resolution (Appendix
H)

OPTIONAL:
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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.)

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.

(1) Goal:	Reduce crimes, especially ORT, MVT, and CT, through prevention and intervention and implementation by implementing Project Blue Light.		
Objectives (A., B., etc.)	A. Connect businesses to LAPD's integrated technology platform B. Install ALPRs at locations where auto and catalytic converter thefts occur C. Monitor and review data at Division stations and Bureaus; provide information to investigators, task forces, and patrol officers		
Process Measures and Outcome Measures:	Process measures: number of businesses connected to the platform; number of ALPRs installed; number of analysts and investigators reviewing data; number of officers using information Outcome measures: pre-post comparisons of ORT, MVT, and CT crimes; interrupted time series design will show the impact of PBL; pre-post observations of business areas		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
Connect video feeds to LAPD platform; install ALPRs; install workstations at crime centers at Bureaus and Divisions; collect pre-post crime and observation data	Captains at Divisions; CCD; JSS; ITB	Start Date	End Date
List data and sources to be used to measure outcomes: Calls for service and incident reports from LAPD's records management system; data from task forces (arrests) about their activities; CargoNet for information on cargo theft investigations; observations by evaluation team		10/1/2023	06/1/2027

(2) Goal:	Solve more ORT, MVT, and CT crimes by improving police investigations through Project Blue Light		
Objectives (A., B., etc.)	<p>A. Enhance the ORT and CT Task forces with equipment and supplies to conduct investigations</p> <p>B. Establish MVT liaisons to assist officers and investigators at the Divisions;</p> <p>C. Train liaisons, officers, and civilian analysts in the new platform</p> <p>D. Track organized ORT, MVT, and CT cases</p>		
Process Measures and Outcome Measures:	Process measures: number of investigations based on the integrated platform; number of search warrants written and executed; number of arrests; number of officers and civilians trained		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
Installation and use of equipment; task forces and MVT liaisons established; training of officers and civilians; investigations of crimes	ITB, CCD, JSS, Captains at Divisions, ACCICs and CSOCs	10/1/2023	6/1/2027
List data and sources to be used to measure outcomes: ORT and MVT data from LAPD records management system; CT data from task force and CargoNet; search warrants, arrests, and cases from task forces and investigators			

(3) Goal:	> Increase cooperation between business owners, communities, and the police		
Objectives (A., B., etc.)	<p>A. LAPD captains will meet with business owners, explain Project Blue Light; obtain letters of agreement; link security cameras to LAPD systems using the technology platform; and feedback information about crimes to business owners</p> <p>B. LAPD will work with law enforcement agencies through task forces to reduce ORT, MVT, and CT crimes</p> <p>C. LAPD will educate the public about Project Blue Light</p>		
Process Measures and Outcome Measures:	Process measures: number of businesses that participate in Project Blue Light; number of business cameras that are linked to the LAPD platform; number of ALPRs in the division; number of letters of agreement; number of law enforcement partners; number of meetings with LEAs, community groups, and businesses		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
Outcome measures: changes in attitudes toward the LAPD by business owners; changes in the number of and types calls for service and crime incidents			

<p>Patrol captains will meet with business owners; ITB will install ALPRs and assist with linkages to cameras; CCD will work with task forces; JSS will conduct evaluation</p>	<p>LAPD captains at divisions; CCD investigators; ITB staff; JSS</p>	<p>10/1/2023</p>
<p>List data and sources to be used to measure outcomes: LAPD records management system for calls for service; incident reports, arrests, CargoNet for cargo information; law enforcement partners will be asked to submit data monthly on incidents and investigations that relate to the task forces</p>		

Supplies	General Office Supplies at \$261.96 per month for 44 months based on similar projects, Four high capacity laptops at \$2000 per laptop for \$8,000; Four licenses for advanced analysis softwares at \$3,750 per licenses per year.	\$79,526.00
Consultants	Retail theft expert at a rate of \$650 per day for 25 days to support analysis and interpretation	\$16,250.00
Indirect	Indirect at 10 percent De Minimis Rate	\$71,137.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$782,500.00

5b. Data Collection and Evaluation Narrative

Justice & Security Strategies, Inc, an external research partner, will conduct a process and outcome evaluation, providing continuous feedback throughout the project. The evaluation effort will be led by Dr. Craig Uchida as the principal investigator at 20% time with advanced analysis support from Drs. Solomon, Swatt and Wooditch, each at 5% time. Dr. Solomon and Dr. Swatt will support the analysis for the interrupted time series design, while Dr. Solomon and Dr. Wooditch will support the qualitative and geographic based analysis. A Data Scientist I will be assigned to work in an embedded role at department a 50% time, providing day-to-day data collection, basic analysis and observation support. A research associate I will be assigned at 20% time to assist with logistics, data entry and cleaning and qualitative data collection. JSS's fringe rate is 28.85%. High capacity laptops with solid state drives and additional processing capacity will be used to conducted the statistically and analysis work using advanced analysis tools such as Stata, ArcGIS Pro, Altiastri and other analysis software tools and extensions. An expert with retail theft will be engaged as a consultant to support the design and adaptation of data collection instruments and the interpretations of results.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Total
Active Video Trailers	10 Video Trailers x \$56,530	\$565,300.00
APX Console/tee and Deskset System	26 Console/tee x \$13,922 = \$361,972; 26 Deskset System x \$7,902 = \$205,452	\$567,424.00
Apple MAC Studio M2 Ultra CPU	52 CPUs x \$7,038	\$365,976.00
Bi-Directional Amplifier	1 Amplifier x \$132,790	\$132,790.00
Etching Instruments	4 Etching Instruments x \$6,665	\$26,260.00
DSLR Camera	1 Camera x \$9,355	\$9,355.00
HP 32GB/1TB PC	13 Computers x \$7,078	\$92,014.00
Vehicles	2 SUVs x \$38,000 = \$76,000; 2 trucks x \$40,000 = \$80,000; 4 sedans x \$35,000 = \$140,000	\$296,000.00
TOTALS		\$2,055,119.00

6b. Equipment/Fixed Assets Narrative

Active Video Trailers - The added level of technology in the ALPR system will be supplemented by 10 active video trailer units, which will accompany the existing 8 video trailer units that are already deployed in the high impact crime areas. The cost for each trailer includes a virtual guard platform that provides remote access live viewing and footage playback, 4-camera mobile surveillance unit, monitoring, installation and maintenance. The 10 video trailer units will provide another layer to assist LAPD investigators additional resources during their investigations. Console/tee, Deskset, Apple MAC and Amplifier - The added ALPR technology will feed directly into the existing 21 Geographic Areas CSOCs. The use of technology will be real time and assist patrol officers as they respond to retail theft, motor vehicle theft and cargo theft crimes. This will unify all of LAPDs real-time response and automates analysis to surface critical insights and enables instant communication of intelligence to responders in the field. Thus, the need to buildout the infrastructure for each of the CSOCs, through a command center component will prove beneficial as a decentralized system of reviewing in both real-time and post-incident, multiple different data sources indicating the possible commission of crimes. This, in turn, enables local command staff, Watch Commanders and Detectives to evaluate situations, make well-informed decisions and respond accordingly quickly and accurately. The console/tees, deskset systems and Apple computers will be distributed to the 21 geographic areas, 4 bureaus and the command center at the LAPD headquarters. Each location will receive 2 of each item. Etching Instrument - This is a mobile handheld marker with integrated bluetooth wireless printing. This will be used by CCD to etch VIN numbers on catalytic converters. DSLR Camera - This is a professional camera with telephoto equipment with video recording capabilities and will be used by CCD personnel during surveillance operations, and intelligence gathering of ORT suspects and operations. HP Computers - These high capacity computers will be used by CCD personnel to work on large databases of information and crime mapping intelligence and other investigative tasks. Vehicles - 2 SUVs, 2 trucks and 4 sedans will be used for cargo storage and surveillance operations.

7a. Financial Audit

Description	Calculation for Expense	Total
External Accounting Firm		\$25,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$25,000.00

7b. Financial Audit) Narrative:

The City of LA has procured an external accounting firm that conducts the federally-required Single Audit on federal funded grants and other programs. The LAPD is allocating \$25,000 to use the external accounting firm to conduct a financial audit on the grant and submit an audit report.

LOS ANGELES POLICE DEPARTMENT



MICHEL R. MOORE
Chief of Police

P.O. Box 30158
Los Angeles, CA 90030
Telephone: (213) 486-0380
TTY: (877) 275-5273
Ref #: 1.14

KAREN BASS
Mayor

July 6, 2023

Deputy Director Ricardo Goodridge
Board of State and Community Corrections
Corrections Planning and Grants Program Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

RE: Local Impact Letter

Dear Deputy Director Goodridge,

The Los Angeles Police Department (Department) has met with several retailers and agencies regarding the Organized Retail Theft Prevention Grant Program proposal, which received strong support from the retail industry. The Department has received several letters of support that we have attached to the grant application package. The Department concludes that the grant program will not impact any retailer or government agency that may prevent the project from operating as intended.

If you have any questions, please contact Senior Management Analyst Stella Larracas, Grants Section, Office of Constitutional Policing and Policy, at (213) 486-0380.

Respectfully,


MICHEL R. MOORE
Chief of Police



**THE PORT
OF LOS ANGELES**

426 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Karen Bass

Mayor, City of Los Angeles

**Board of Harbor
Commissioners**

Edward R. Renwick
Vice President

Diane L. Middleton
Commissioner

Michael Muñoz
Commissioner

Lucille Roybal-Alford
Commissioner

Lee Williams
Commissioner

Eugene D. Seroka

Executive Director

July 5, 2023

To: Board of State and Community Corrections (BSCC)

Re: The Organized Retail Theft Prevention Grant Program

Dear BSCC,

The Port of Los Angeles Police Department is responsible for the safety and security of the Los Angeles port complex. Approximately one billion dollars of commerce passes through the complex daily. This commerce is directly related to one in ten jobs in the County of Los Angeles. Many regional, state, and national critical infrastructure are located within the port.

Our department relies heavily on the Organized Retail Theft Prevention Task Force which focuses on three of the identified programs: (1) organized retail theft; (2) motor vehicle or motor vehicle accessory theft; and (3) cargo theft. In 2022 to present, our collaboration has led to a decrease in cargo theft crime within the City of Los Angeles to the Port with a direct impact on reducing rail thefts surrounding the City of Los Angeles.

This letter is being submitted to document the Los Angeles Port Police supporting the Organized Retail Theft Prevention Grant Program being proposed and submitted by Alfonso Lopez, Los Angeles Police Captain.

As a part of this grant, the Los Angeles Port Police agrees to continue our collaboration and support with LAPD, State, and Federal Agencies to combat cargo theft. In addition, this alliance will strengthen our investigations through technology, shared resources, and training.

Respectfully,

THOMAS E. GAZSI
Chief of Police
Los Angeles Port Police

GM:dc



Mr. Ricardo Goodridge, CPGP Deputy Director
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

July 5th, 2023

Subject: WSS Shoe Store's Commitment to Collaborate on the Los Angeles Organized Retail Theft; Motor Vehicle or Motor Vehicle Accessory Theft; and/or Cargo Theft Prevention Project.

Dear Mr. Goodridge:

WSS Shoe Store is pleased to partner with the City of Los Angeles Police Department in their effort to address organized retail and auto theft at our store. These crimes have the potential to cause significant and costly disruption and endanger our patrons and employees, not only on our premises but also within the community. Stolen merchandise, damage to property, and the costs associated with increased security measures and loss prevention efforts significantly impact our bottom line. These losses may ultimately lead to decreased profitability and the potential of store closures.

Retail theft incidents can also escalate into violent encounters, putting the safety of our employees and customers at risk. The presence of organized theft groups can create an atmosphere of fear and unease, negatively impacting the overall shopping experience and deterring potential customers from visiting our business.

Our management and staff are committed to working with the Los Angeles Police Department toward the common goal of reducing these types of crimes, including installing Live View cameras in our parking lot and increasing police presence and vehicle patrols. We will establish effective lines of communication with police staff and provide timely access to critical information to aid in investigations, leading to more arrests and solved crimes. By combining our expertise and resources, we can make a positive difference in preventing such crimes from occurring in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jose Zamudio', is written over a horizontal line.

Jose Zamudio, Asset Protection Area Manager



Israel "Iz" Salazar
Assistant Chief of Police
BNSF Police

BNSF Railway Company
740 E Carnegie Drive
San Bernardino, CA 92408
Cell (209) 992-6692 – 24/7

israel.salazar@BNSF.com

June 30, 2023

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: June 30, 2023

This letter is being submitted to document that BNSF Police is committed to continue its partnership with, and support of, the Los Angeles Police Department in a collaborative team effort to combat cargo theft. BNSF Police supports Captain Al Lopez of the Los Angeles Police Department in his effort to obtain support from the Organized Retail Theft Prevention Grant Program.

Captain Al Lopez, and the Commercial Crimes Division which he leads, are recognized as an elite entity in the cargo theft investigative community. The Commercial Crimes Division has assisted BNSF Police in several investigations over many years.

Respectfully,

A handwritten signature in black ink, appearing to read "Israel Salazar", written over a light blue circular stamp.

Israel Salazar
Assistant Chief of Police - Southwest



BUILDING AMERICA[®]

TO: Board of State and Community Corrections
RE: The Organized Retail Theft Prevention Grant Program
Date: June 20, 2023

This Letter is being submitted to document that UNION PACIFIC RAILROAD POLICE DEPARTMENT agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being Submitted by LAPD Captain AI LOPEZ.

As a part of this grant, UNION PACIFIC RAILROAD POLICE DEPARTMENT (UPPD) agrees to continue its collaboration and working relationship as it relates to combating organized crime within the Los Angeles areas of responsibility (AOR). Since the collaboration between UPPD and LAPD began formally in 2022, we have seen a dramatic decrease in cargo theft crime within the Los Angeles AOR. This reduction in crime had a direct impact reducing the amount of cargo claims, calls for service, and pilferages along the rail lines of Union Pacific.

This partnership created new focused efforts towards the investigations and trends of "Train Burglaries" where organized crime syndicates worked in concert to target rail equities and cargo. To combat this ongoing crime trend, UNION PACIFIC RAILROAD POLICE DEPARTMENT partnered with the newly formed Train Burglary Task Force (TBTF) led by Los Angeles Police Department (LAPD), Commercial Crimes Division (CCD).

The joint collaboration leveraged technology, intelligence sharing and resources to confront the crime trend and identify suspects and others involved with such nefarious activity. Thousands of incidents matching the above modus operandi, and hundreds of offenders were identified and arrested, and millions of dollars of cargo was recovered. This success could not have been possible without the sharing of information and technology, specifically video surveillance, with each other.

UNION PACIFIC RAILROAD POLICE DEPARTMENT looks forward to continuing to utilize both old and new technology with LAPD as a tool for prevention and investigations. Enhancements to recorded video and license plate readers among others continue to evolve. By sharing resources and collaborating on investigations we can together aim to continuously decrease the amount of cargo theft crime in the Los Angeles area and along the Union Pacific footprint.

UNION PACIFIC RAILROAD POLICE DEPARTMENT supports the above proposed project and is committed to ensuring the success of the project and agrees to participate.

Sincerely,

Ryan Lenhart, Captain
Special Agent in Charge-LOS ANGELES
Union Pacific Police Department



Captain Alfonzo Lopez
Commanding Officer Commercial Crimes Division
100 W. First Street
Los Angeles, CA 90012

6-15-2023

Subject: Letter of Support/Partnership with LAPD

Dear Captain Lopez,

I hope this letter finds you in good health and high spirits. I am writing on behalf of ECAMSECURE a security technology company, specializing in artificial intelligence. We are reaching out to express our sincere interest in establishing a strong partnership with LAPD in our shared goal of ensuring public safety and fostering a secure community.

As a responsible and engaged organization, we firmly believe that collaboration between the public and law enforcement agencies is essential for maintaining a safe environment for all residents. We greatly admire the dedication and tireless efforts of the LAPD in upholding law and order, protecting citizens, and promoting community well-being.

Our organization is committed to supporting the LAPD with security technology to assist with deploying resources in multiple places at the same time. We strongly believe that by joining forces with LAPD, we can make a significant impact in our community and collectively address the challenges we face.

We understand that effective collaboration requires open dialogue, mutual respect, and a commitment to shared objectives. We would be honored to partner with LAPD and help make our communities safer, by leveraging our respective strengths and expertise, we can create a safer and more secure environment for everyone.

Thank you for your partnership.

Yours sincerely,

Jordan Lippel CPP

Jordan Lippel CPP
VP of Sales
ECAMSECURE

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

To: Board of State and Community Corrections

RE: The Organized Retail Theft Prevention Grant Program

Date: June 20, 2023

This letter is being submitted to document that Motorola Solutions agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the City of Los Angeles Police Department.

As a part of this grant, Motorola Solutions agrees to provide our proprietary equipment and services to our 40+ year partner, The Los Angeles Police Department. Specifically, Motorola will provide the following solutions:

- (240) Additional Vigilant L5F Licence Plate Readers (LPR) Cameras
 - The L5F Fixed License Plate Recognition Camera system captures clearer images at greater distances on high-speed, high-volume roadways.
 - Cameras will be incorporated into the current LAPD Vigilant infrastructure which includes over 60 LPR fixed cameras and 25 mobile systems. The integrated system provides LAPD investigators additional resources when investigating such crimes as retail theft, motor vehicle theft and cargo theft.
- (5) Vigilant LPR event trailers
 - The event trailer is a solar powered speed detection and alerting trailer with LPR technology. The trailer is equip with a 80-in X 40-in HD LED video panel, on-board outdoor rated audio speakers and 4G LTE router.
- (26) APX Consolette Radios
 - The APX Consolette is a self-contained dispatch station. It is designed to manage smaller operations or to be a backup to a computer-based CAD system. It requires no separate network connection and can auto-switch to a backup DC power supply to provide seamless communications even when the power has failed.
- Command Central Aware Software
 - Command Central Aware will unify all of LAPDs real-time data and video streams into a secure common operational view, automates analysis to surface critical insights and enables instant communication of intelligence to responders in the field.

Sincerely,



Jerald Burch
MSSI Vice President

MOTOROLA SOLUTIONS, INC.



To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: July 6, 2023

This letter is being submitted to document that NIKE, Inc. agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the Los Angeles Police Department, Commercial Crimes Division.

As a part of this grant and at its sole discretion and in compliance with its own policies and procedures, NIKE Inc. agrees to make reasonable efforts to collaborate and share information in the prevention, response, and investigation of Organized Retail Crime including participation in LAPD Retail Blitz operations centering or including NIKE Inc. storefronts, active partnership in cargo theft affecting the NIKE Inc. supply chain, and sharing of technology that would support the LAPD's efforts deterring and solving crime.

Signed by,

A handwritten signature in blue ink, appearing to read "J Marsico", is located below the "Signed by," text.

Joseph Marsico | Vice President & Chief Security Officer | Nike Inc.

NIKE, INC

ONE BOWERMAN DRIVE, BEAVERTON, OREGON 97005

SENT VIA EMAIL – NO HARDCOPY TO FOLLOW

manifested, it is incumbent upon him to strive for the elimination of attitudes which might impair his/her impartiality and effectiveness.

340. EQUALITY OF ENFORCEMENT. As one of the world's largest cities, Los Angeles is composed of many different communities, each with its own life-style and each with its own individual crime problems. The cosmopolitan nature of the City is manifested by the diverse ethnic and sociological background of its people. However, all persons in each area of the City have in common the need for the protection which is afforded by fair and impartial law enforcement.

Additionally, as a person moves throughout the City, he or she must be able to expect a similar police response to his behavior wherever it occurs. Where the law is not evenly enforced, there follows a reduction in respect for the law and a resistance to its enforcement.

In order to respond to varying law enforcement needs in the different parts of the City, the Department must have flexibility in deployment and methods of enforcement; however, enforcement policies should be formulated on a Citywide basis, and applied uniformly in all areas.

Implicit in uniform enforcement of law is the element of evenhandedness in its application. The amount of force used or the method employed to secure compliance with the law or to make arrests is governed by the particular situation. Similar circumstances require similar treatment in all areas of the City and for all groups and individuals. To ensure equal treatment in similar circumstances, an officer must be alert to situations where, because of a language barrier or for some other reason, he or she may be called upon to display additional patience and understanding in dealing with what might otherwise appear to be a lack of response.

345. POLICY PROHIBITING BIASED POLICING. The Los Angeles Police Department (LAPD or the Department) expressly prohibits all forms of biased policing. This policy re-emphasizes the Department's commitment to serving all members of the public in a just, transparent and equitable manner, consistent with their civil and individual rights, and in accordance with existing policies and procedures.

Discriminatory conduct on the basis of an individual's actual or perceived race, religion, color, ethnicity, national origin, age, gender, gender identity, gender expression, sexual orientation, disability, immigration or employment status, English language fluency or homeless circumstance, is prohibited while performing any law enforcement activity. All law enforcement contacts and activities, including, but not limited to, calls for service, investigations, police-initiated stops or detentions, and activities following stops or detentions, shall be unbiased and based on legitimate, articulable facts, consistent with the standards of reasonable suspicion or probable cause as required by federal and state law. Officers shall not initiate police action where the objective is to discover the civil immigration status of any person and shall strictly adhere to the Department's immigration enforcement guidelines as outlined in Department Manual Sections 4/264.50 and 4/264.55.

Department personnel **may not consider or rely on** any of the following actual or perceived characteristics or identifiers in deciding which persons to subject to a stop or in deciding upon the scope or substance of law enforcement activities following a stop, except when engaging in the investigation of appropriate suspect-specific activity to identify a particular person or group:

• Race	• Gender	• Immigration Status
• Religion	• Gender Identity	• Employment Status
• Color	• Gender Expression	• English Language Fluency; or,
• Ethnicity	• Sexual Orientation	• Homeless Circumstance
• National Origin	• Disability (to any extent or degree)	
• Age		

Law enforcement activities include, but are not limited to, traffic or pedestrian stops, actions during a stop, (such as asking questions), frisks, consensual and nonconsensual searches of a person or any property, seizing any property, removing vehicle occupants during a traffic stop, issuing a citation, and making an arrest.

Department personnel seeking one or more specific persons who have been identified or described in part by one or more of the above characteristics may rely, in part, on the specified identifier or description only in combination with other appropriate identifying factors; and may not grant the specified identifier or description undue weight.

A failure to comply with this policy is counterproductive to professional law enforcement and is considered to be an act of serious misconduct. Any employee who becomes aware of biased policing or any other violation of this policy shall report it in accordance with established Department procedures.

350. RESPONSIVENESS TO THE COMMUNITY. The Department must be responsive to the needs and problems of the community. While the Department's task is governed by the law, the policies formulated to guide the enforcement of the law must include consideration of the public will. This responsiveness must be manifested at all levels of the Department by a willingness to listen and by a genuine concern for the problems of individuals or groups. The total needs of the community must become an integral part of the programs designed to carry out the mission of the Department.

360. OPENNESS OF OPERATION. Law enforcement operations in a free society must not be shrouded in secrecy. It is necessary that there be full public disclosure of

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568.05 ELECTRONIC SURVEILLANCE EQUIPMENT – DEFINED. Electronic surveillance equipment is *defined as equipment or software* used to detect, locate, observe, photograph, record, or intercept information about persons under Department investigation without their knowledge. *As such, all electronic surveillance equipment is subject to the provisions outlined in Department Manual Section 1/140.15 and personnel shall adhere thereto when acquiring or using electronic surveillance equipment while on duty.*

Electronic surveillance equipment is divided into two categories:

- I. Restricted Items.** Use of restricted electronic surveillance equipment requires authorization of a command or staff officer. Restricted items normally include all electronic surveillance equipment designed or adapted for concealed use. Included are items such as:
- Pen registers;
 - Trap traces;
 - Transmitters capable of being concealed in an automobile, room or telephone;
 - Body transmitters;
 - Induction coils;
 - *Devices and software used for the purpose of tracking the movement of a person or object;*
 - Receivers and recorders when used with hidden transmitters; *and,*
 - Tracking or tailing devices and other non-visual equipment.

Note: With the exception of miniature *voice or video* recorders, on-duty employees shall not possess or use privately owned restricted electronic surveillance equipment. When used, privately owned miniature recorders are subject to the same authorization requirements as other restricted items.

- II. Discretionary Items.** Discretionary items are those items not specifically designed for concealed use, but which can be used in a concealed manner. When used for such purposes, discretionary items temporarily become restricted items of electronic surveillance equipment, and, as such, their use is controlled. Discretionary items include tape recorders, mini-recorders, hand-held radio receivers, T.V. cameras and video recorders, *night-vision* devices, repeaters and cameras.

Note: A surveillance van is considered a discretionary item unless it is used in conjunction with a camera and lens at which time it is considered a restricted item.

Equipment Storage. Restricted electronic surveillance equipment shall generally be stored in a secured location within a Department facility. However, if it is required by the nature of the investigation, equipment used by specialized units in certain divisions (e.g., Gang and Narcotics Division, *Detective Support and Vice Division*, Major Crimes *Division*, Professional Standards Bureau) may be stored in *Department* vehicles, as long as it remains under the command and control of the investigating officer and as long as it remains in good working order.

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Provide Security. All employees using electronic surveillance equipment shall provide security for the equipment while it is in their possession.

Time Restrictions. Restricted electronic surveillance equipment shall generally be used for a period of time not to exceed 30 days. However, equipment used in investigations by specialized units in certain divisions (e.g., Gang and Narcotics Division, *Detective Support and Vice Division*, Major Crimes Division, Professional Standards Bureau) may be used for the duration of the investigation, in excess of 30 days, provided that the equipment is accounted for, remains in good working order and prior approval is obtained.

Should the investigation exceed the 30-day time limit, the investigating officer shall complete an Employee's Report, Form 15.07.00, documenting the reasons for the additional time required and the condition of the equipment. The Employee's Report shall be completed and approved prior to the expiration of the due date. The investigating officer shall forward the Employee's Report to *their* commanding officer for approval.

Investigating Officer's Responsibilities. *Investigating officers shall ensure that the equipment is safely returned to the assigned unit as soon as possible after the equipment's usage.*

Commanding Officer's Responsibilities. The divisional or Area commanding officer shall review and, if appropriate, approve the investigating officer's written request for the extended use of the equipment for each additional 60-day period. Once approved, the Employee's Report shall be forwarded to the Department entity originally furnishing the equipment so that it may be filed with the original *Authorization to Use Restricted Electronic Surveillance Equipment*, Form 12.41.00.

568.10 REQUESTS FOR USE OF RESTRICTED ELECTRONIC SURVEILLANCE EQUIPMENT. The following procedure shall be followed for every use of restricted electronic surveillance equipment.

Restricted Electronic Surveillance Equipment Policy. Investigating officers who use restricted surveillance equipment shall comply with all current State and Federal Laws, *the Department's Core Values and tenets of procedural justice.*

Obtain Authorization. Employees shall obtain proper authorization prior to using restricted electronic surveillance equipment (*e.g., authorization from a command or staff officer, an approved Authorization to Use Restricted Electronic Surveillance Equipment, Form 12.41.00, a warrant, and any policy specific to the equipment item.*)

Complete Training. Prior to using electronic surveillance equipment, employees shall satisfactorily complete *any* required training, *if applicable.*

Investigating Officer's Responsibilities. Investigating officers who require the use of restricted surveillance equipment shall complete the top portion of an *Authorization to Use Restricted Electronic Surveillance Equipment*, Form 12.41.00, and submit the form to a supervisor for approval.

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The investigating officer requesting extended use of the restricted electronic surveillance equipment shall:

- Include the request to use the restricted equipment for an extended period of time for 30 days *not to exceed a maximum extension of 60 days or as authorized by a magistrate*; and,
- Include a notation as to the method and location of storage (e.g., locker, secured desk) when restricted equipment is not *in use*.

Upon approval by a supervisor and a captain or above *Form 12.41.00* shall be submitted to the concerned equipment coordinator or Technical Investigation Division (TID) Electronics *Unit* personnel for equipment issuance. Daily usage of the restricted electronic surveillance equipment shall be documented on the Restricted Electronic Surveillance Equipment Monthly Usage Log, *Form 12.41.01*. The log shall be completed in the following manner:

- Entries shall be completed daily;
- Each entry shall be reviewed and signed by the supervisor of the concerned investigative unit; and,
- Upon completion of the investigation and the usage of the restricted electronic surveillance equipment, attach the completed log with *Form 12.41.00* and submit the completed forms to their supervisor for review.

The use of restricted electronic surveillance equipment does not always require the use of *Form 12.41.00*. *The form* is only required if the equipment is used to breach a person's reasonable expectation of privacy or is requested by the concerned commanding officer. Should the completion of *Form 12.41.00* be required, *the completed and approved form*, shall be submitted to the concerned equipment coordinator, the Technical Investigation Division (TID) Electronics *Unit*, or the relevant Department entity issuing the equipment.

Note: When the investigation is of a sensitive nature, only the shaded items *on the form* are required to be completed.

Supervisor's Responsibilities. Supervisors reviewing *Form 12.41.00*, shall be responsible for:

- Reviewing the *form* and discussing the intended use of the equipment with the investigating officer(s);
- Pre-approving the *form*, and ensuring it is submitted to the concerned captain or above for approval; and,
- Upon completion of the investigation and use of the surveillance equipment, reviewing *Form 12.41.01* and *Form 12.41.00* and ensuring the forms are forwarded to the concerned commanding officer.

Commanding Officer's Responsibilities. In addition to established responsibilities delineated in Department Manual Section 3/568.15, the commanding officer, of the rank of Captain or above shall:

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- Review and approve *Form 12.41.00*; and,
- Ensure *Form 12.41.00 and Form 12.41.01* are forwarded to the concerned staff officer for review.

Note: When exigent circumstances exist, the Department *Operations Center* may be contacted for assistance in locating a staff officer. Bureau commanding officers or staff officers may grant telephonic authorization to use restricted electronic surveillance equipment when the circumstances of the situation do not allow for approval through normal channels. When telephonic approval is granted, the name of the approving bureau commanding officer or staff officer shall be printed on the *signature* line and the notation “telephonic” shall be placed next to the staff officer’s name. *The officer/supervisor receiving the telephonic approval shall be the same person completing the form.*

568.15 REVIEW. Upon completion of the investigation and return of the equipment, the concerned commanding officer *and* a staff officer shall review the Authorization to Use Restricted Electronic Surveillance Equipment, *Form 12.41.00 and the Restricted Electronic Surveillance Equipment Monthly Usage Log, Form 12.41.01* for proper use and completion.

Commanding Officer’s Responsibilities. The commanding officer reviewing the restricted electronic surveillance equipment usage shall:

- Evaluate the equipment usage for its compliance with all the aspects of technical, legal, and procedural requirements for the use of restricted electronic surveillance equipment. Appropriate comments, if any, shall be made in the “After Action Evaluation” portion of the Form;
- Determine if the equipment was used as authorized. Whenever modifications or deviations are noted they shall be explained in the “After Action Evaluation”;
- Ensure that serial numbers of any tape(s) used, and the date and time the equipment was returned to the issuing unit, are recorded in the appropriate sections of the “After Action Evaluation”;
- Certify that a review of the equipment usage has been conducted by signing the “After Action Evaluation”; and,
- Cause *the* Form 12.41.00 to be delivered to the concerned staff officer for review.

Bureau Commanding Officer’s or Staff Officer’s Responsibilities. The bureau commanding officer or staff officer reviewing the use of restricted electronic surveillance equipment shall:

- Ensure that the concerned commanding officer has *the* Form 12.41.00 *and* Form 12.41.01, and has properly evaluated the technical, legal, and procedural aspects of the equipment usage;
- Document the review of the equipment usage by signing and dating *the* Form 12.41.00 *and* Form 12.41.01;

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- Forward the completed Form 12.41.00 to the concerned equipment coordinator, Technical Investigation Division, *Electronics Unit* or the relevant Department entity issuing the equipment; and,
- Notify the Chief of Police of any concerns and/or problems that arise from electronic surveillance equipment usage.

Chief of Detectives, Detective Bureau - Responsibilities. The Chief of Detectives, Detective Bureau, shall review all uses of restricted electronic surveillance equipment and shall be responsible for the following special duties relating to the use of such equipment:

- Maintain a confidential file of all approved Authorizations to Use Restricted Electronic Surveillance Equipment, Form 12.41.00; .
- *Forward all Forms 12.41.00 and 12.41.01 to Innovation Management Division (IMD) for the Department's Comprehensive Technology Report (CTR) per Department Manual Section 1/140.15; and,*
- Evaluate equipment needs for maintenance, planned replacement, assessments of future technology and/or efficiency, and effectiveness of the Department equipment resources.

568.20 REQUESTS FOR ASSIGNMENT OF STORED ELECTRONIC INVESTIGATION EQUIPMENT. Requests for assignment of electronic investigation equipment stored at Technical Investigation Division shall be made by commanding officers on an Intradepartmental Correspondence, Form 15.02.00, in duplicate. Requests for assignment on a permanent basis shall be submitted through *the appropriate* channels to the Commanding Officer, Administrative Services Bureau. Requests for assignment on a temporary basis shall be submitted through *the appropriate* channels to the Commanding Officer, Technical Investigation Division. Electronic investigation equipment assigned on a temporary basis by Technical Investigation Division shall be returned upon completion of the assignment.

Note: In an emergency, the Officer in Charge, Electronics Unit, Technical Investigation Division, may temporarily assign electronic investigation equipment, *with a signed Form 15.02.00 from the CO of the requesting entity*, pending the approval of the Commanding Officer, Technical Investigation Division.

568.40 CONTROL OF ELECTRONIC SURVEILLANCE EQUIPMENT. Control of electronic surveillance equipment is the responsibility of the commanding officers of the following organizational entities:

Unit to Which Equipment is Assigned – Responsibilities. The commanding officer of every unit which *receives* and uses electronic surveillance equipment shall be responsible for:

- Maintaining control over issuance of all electronic surveillance equipment assigned to the unit;
- Determining if *the* persons requesting the loan of electronic surveillance equipment are sufficiently qualified to properly use the equipment;

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- Maintaining, in proper working order, all electronic surveillance equipment assigned to the unit; and,
- Ensuring that personnel have been properly trained prior to using electronic surveillance equipment. Such training shall encompass technical, legal, *procedural* and operational aspects of equipment usage.

Note: The commanding officer of every unit which frequently uses or regularly maintains electronic surveillance equipment shall appoint a minimum of two officers to act as unit electronic surveillance equipment coordinators. Officers *to whom this duty is given* perform these duties in addition to their regular assignment. Officers in this assignment shall have their days off and vacations scheduled so that one coordinator is always available during the unit's normal duty hours.

Unit Using Equipment – Responsibilities. The commanding officer of every unit using electronic surveillance equipment shall:

- Ensure that all officers using equipment are trained in the technical, legal, *procedural* and operational aspects of electronic surveillance equipment usage;
- Ensure that each use of restricted electronic surveillance equipment is documented by a completed and approved Authorization to Use Restricted Electronic Surveillance Equipment, Form 12.41.00;
- Ensure that the equipment, while it is in the possession of the unit, is adequately secured and that it is afforded care and maintenance to ensure its continued operation;
- Ensure that all equipment is returned to the unit assigned the item(s) as soon as possible; and,
- Ensure that whenever possible, all equipment installation and usage is completed in the presence of a supervisor.

Technical Investigation Division – Responsibilities. The Commanding Officer, Technical Investigation Division, shall be responsible for the following duties and functions related to all electronic surveillance equipment:

- Supervising the mechanical or technical aspects of all electronic surveillance equipment usage within the Department;
- Approving all replacement equipment for technical standards;
- Maintaining inventory records for all Department electronic surveillance equipment. Electronics *should be tracked in the Department's KITS system and an Equipment-Item Issue Control Card, Form 15.65.00;*
- Coordinating annual maintenance inspections and physical inventories conducted at the direction of each bureau commanding officer, and providing Technical Investigation Division assistance in such inspections and inventories;
- Reviewing all budget and grant requests for electronic surveillance equipment and all purchases of such equipment including component parts and attachments, to ensure Department-wide compatibility; and,

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- Inspecting all newly-acquired equipment prior to its delivery to the requesting unit and inspecting all unserviceable equipment prior to its delivery to Supply Section for disposal.

Note: Specialized Detective Divisions may be exempt from TID's oversight (e.g., Gang and Narcotics Division, Detective Support and Vice Division, Major Crimes Division, Professional Standards Bureau) pending approval from the entity's chain of command.

568.45 SURVEILLANCE EQUIPMENT TRAINING RESPONSIBILITY. Training in the technical, legal, *procedural* and operational use of electronic surveillance equipment shall be the combined responsibility of the Commanding Officer, Training Division, and the commanding officer of any unit using electronic surveillance equipment.

Commanding Officer, Training Division – Responsibilities. *The Commanding Officer, Training Division, shall be responsible for:*

- Developing a comprehensive training program to instruct members of this Department in the technical, legal, *procedural* and operational aspects of electronic surveillance equipment usage, *as applicable*; and,
- Incorporating electronic surveillance equipment training into Department schools for vice and narcotics officers, investigators, sergeants, lieutenants and captains.

APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster

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

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

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

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

Grantee:

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

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

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

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