

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: District Attorney

BOARD AGENDA:5.B.10  
AGENDA DATE: November 7, 2023

**SUBJECT:**

Approval for the District Attorney to Accept a Grant Award in the Amount of \$1,560,802 from the Board of State and Community Corrections Organized Retail Theft Vertical Prosecution Grant Program Retroactively with a Grant Period of October 1, 2023, through June 1, 2027

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2023-0591**

On motion of Supervisor Withrow Seconded by Supervisor Grewal  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Grewal, and Chairman C. Condit

Noes: Supervisors: None

Excused or Absent: Supervisors: B. Condit

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) X Approved as amended

4) Other:

**MOTION:** Amended the Staffing Impacts section of the agenda item to change the one new Attorney III position to a one new block-budgeted Attorney I-V position; and, approved Staff Recommendation Nos. 1-4.

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: District Attorney

BOARD AGENDA:5.B.10  
AGENDA DATE: November 7, 2023

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

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**SUBJECT:**

Approval for the District Attorney to Accept a Grant Award in the Amount of \$1,560,802 from the Board of State and Community Corrections Organized Retail Theft Vertical Prosecution Grant Program Retroactively with a Grant Period of October 1, 2023, through June 1, 2027

**STAFF RECOMMENDATION:**

1. Authorize the District Attorney to retroactively accept a grant award in the amount of \$1,560,802 from the Board of State and Community Corrections Organized Retail Theft Vertical Prosecution Grant Program beginning October 1, 2023, through June 1, 2027.
2. Authorize the District Attorney, or designee, to retroactively sign the grant award agreement including any extensions or amendments.
3. Amend the Salary and Position Allocation Resolution to reflect the recommended changes as outlined in the Staffing Impacts section of this report effective the start of the first full pay period following the Board of Supervisors' approval.
4. Authorize the Auditor-Controller to increase appropriations and estimated revenue by \$360,974 in the District Attorney's Special Operations budget as detailed in the attached budget journal.

**DISCUSSION:**

Retailers in Stanislaus County experienced over \$5.6 million dollars in shortage in 2022 from Organized Retail Crime (ORC), which has a large impact on the community. For large retailers, this requires a diversion of time, money, and personnel that directly impacts profitability. Small retailers who lack the resources to fight ORC may have no option but to close their doors. Large retailers may also choose to leave the County if they don't have sufficient resources to remain profitable. This activity can lead to diminished tax receipts, which are used to fund critical services throughout the County. Finally, there is the safety aspect associated with ORC. Retailers often instruct their employees not to engage with individuals involved in ORC for fear of violence toward employees.

To combat ORC, the Stanislaus County District Attorney's (DA's) Office applied for the Board of State Community Corrections (BSCC) Organized Retail Theft Vertical Prosecution Grant Program to establish an Organized Retail Crime Unit. On September

18, 2023, the Department received notification from the BSCC that the application was approved. The grant project period will run from October 1, 2023, through June 1, 2027, with funding to be distributed on a cost reimbursement basis and available through a quarterly drawdown process completed by the DA's Office staff.

The grant will provide funding over a four-and-a-half-year period for one full-time Attorney III to vertically prosecute organized retail theft cases, one full-time Criminal Investigator I/II to work with local law enforcement, retailers, witnesses, and victims to investigate cases for the prosecution, and one part-time extra-help Crime Analyst to assist with data collection and reporting to demonstrate the nature and scale of the specific theft problem, an independent outside evaluator to provide reporting requirements of local evaluation plans and local evaluation reports, required training, indirect costs and independent audit costs.

The DA's Office will partner with Modesto Police Department, Stanislaus County Sheriff's Office, other local law enforcement partners, retailers, and community stakeholders in Stanislaus County. These partnerships will assist in developing and implementing effective strategies to prevent organized retail theft. The program's goal is to decrease the number of incidents of ORC, which will result in reduced repeat offenders and prosecutions and increased safety for the community for Stanislaus County.

This item is being requested retroactively as the award from the granting agency was received on September 18, 2023, which didn't provide the time necessary to execute the agreement prior to the grant period start date of October 1, 2023. Expenditures have not been incurred for this grant.

#### **POLICY ISSUE:**

Board of Supervisors' approval is required for the District Attorney to accept the grant award from the Board of State Community Corrections for the Organized Retail Theft Vertical Prosecution Grant Program.

County Ordinance 3.12.010(B) stipulates that the Board of Supervisors may create new classifications, divide, combine, alter, or abolish existing class functions, allocate new positions, appropriate class functions, or reallocate/reclassify existing positions to other classifications.

Government Code Section 29125 provides that transfers and revisions to the adopted appropriations may be made by an action formally adopted by the Board of Supervisors at a regular or special meeting by four-fifths vote. Increases or decreases associated with Fixed Assets appropriations that exceed \$10,000 require Board approval.

#### **FISCAL IMPACT:**

The \$1,560,802 grant award will fund one Deputy District Attorney, one Criminal Investigator, a part-time extra-help Criminal Analyst, an independent evaluator, indirect costs, required training, and audit costs for the project activity period of October 1, 2023, through June 1, 2027, as detailed below.

Budget Line Item	Grant Funds
Salaries and Benefits	\$ 1,315,477
Data Collection and Evaluation	93,860
Financial Audit	4,000
Other (Travel, Training, etc.)	5,574
Indirect Costs	141,891
<b>Total</b>	<b>\$ 1,560,802</b>

Appropriations and estimated revenue will be increased by \$360,974 for Fiscal Year 2024 in the District Attorney's Special Operations budget as detailed in the attached budget journal. Appropriations and estimated revenue for future fiscal years will be included in subsequent budget cycles.

There is no impact to the County General Fund.

#### **BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board of Supervisors' priorities of *Supporting a Strong and Safe Community* and *Delivering Efficient Public Services* by establishing an Organized Retail Theft Unit in the District Attorney's Office to decrease organized retail thefts with the support of local law enforcement and businesses which will increase safety in the community.

#### **STAFFING IMPACT:**

It is recommended to amend the Salary and Position Allocation Resolution to add one new Attorney III position and one new block-budgeted Criminal Investigator I/II position. The grant will also provide funding for one part-time extra-help Crime Analyst position. Collectively the positions will perform the functions outlined in this agenda item effective the first full pay period following Board of Supervisors' approval. If the work or funding is not extended or renewed, the Department will return to the Board of Supervisors for approval to delete the positions and make necessary budget adjustments in accordance with relevant ordinances, resolutions, or memorandums of understanding. This recommendation will increase the Department's total position allocation by 2 from 159 to 161.

#### **CONTACT PERSON:**

Wendell Emerson, Chief Deputy District Attorney

209-525-5550

#### **ATTACHMENT(S):**

1. Grant Agreement
2. Budget Journal

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1138- 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

**Stanislaus County District Attorney's Office**

2. The term of this Agreement is:

START DATE

**OCTOBER 1, 2023**

THROUGH END DATE

**JUNE 1, 2027**

3. The maximum amount of this Agreement is:

**\$1,560,802**

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 Vertical Prosecution Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Vertical Prosecution Grant Program Grant Proposal	34
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-vertical-prosecution-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.)

**Stanislaus County District Attorney's Office**

CONTRACTOR BUSINESS ADDRESS 832 12 <sup>th</sup> Street, Suite 300	CITY Modesto	STATE CA	ZIP 95354
PRINTED NAME OF PERSON SIGNING Jeff Laugero	TITLE District Attorney		
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		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

APPROVED AS TO FORM:  
Thomas E. Boze, County CounselBY   
Rob Taro, Assistant County Counsel

## EXHIBIT A: SCOPE OF WORK

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

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Stanislaus County District Attorney's Office (hereafter referred to as the Grantee).

### 2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Organized Retail Theft Vertical Prosecution Grant Program was established in The State Budget Act of 2022 (Assembly Bill 178, Chapter 45, Statutes of 2022). Funding is available to California District Attorneys for the purpose of addressing increased levels of retail theft property crimes by using a vertical prosecution model.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Vertical Prosecution Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Vertical Prosecution 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: Jeff Laugero  
Title: District Attorney  
Address: 832 12<sup>th</sup> Street, Suite 300, Modesto CA 95354  
Phone: 209-525-5550  
Email: Jeff.Laugero@standa.org

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

Name: Lori Denego  
Title: Fiscal Manager  
Address: 832 12<sup>th</sup> Street, Suite 300, Modesto CA 95354  
Phone: 209-525-5505  
Email: Lori.Denego@standa.org

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

Name: Wendell Emerson  
Title: Chief Deputy District Attorney  
Address: 832 12<sup>th</sup> Street, Suite 300, Modesto CA 95354  
Phone: 209-525-5509  
Email: Wendell.Emerson@standa.org

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

## EXHIBIT A: SCOPE OF WORK

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

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Organized Retail Theft Vertical Prosecution Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Vertical Prosecution 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 Vertical Prosecution Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Vertical Prosecution Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Vertical Prosecution 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 Vertical Prosecution 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	Due no later than: February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026
13. October 1, 2026 to December 31, 2026	February 15, 2027

**Final Invoicing Periods\*:**

14. January 1, 2027 to March 31, 2027	Due no later than: May 15, 2027
15. April 1, 2027 to June 1, 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 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 Vertical Prosecution Grant Program 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 Assembly Bill 178 (Chapter 45, 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 Vertical Prosecution funding is reduced or falls below estimates contained within the Organized Retail Theft Vertical Prosecution Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

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

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

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

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

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

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

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

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

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

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

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

### 8. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	\$1,315,477
2. Services and Supplies	\$0
3. Professional Services or Public Agency Subcontracts	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Data Collection and Evaluation	\$93,860
6. Equipment/Fixed Assets	\$0
7. Financial Audit (Up to \$25,000)	\$4,000
8. Other (Travel, Training, etc.)	\$5,574
9. Indirect Costs	\$141,891
<b>TOTALS</b>	<b>\$1,560,802</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

### 1. GRANTEE'S GENERAL RESPONSIBILITY

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

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

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.

- 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

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

of transactions from such documents to relevant accounting records, financial reports and invoices.

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 Vertical Prosecution Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Vertical Prosecution Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

## **8. TERMINATION**

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

- 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 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 Vertical Prosecution Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Vertical Prosecution 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

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

regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

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

## **10. UNION ACTIVITIES**

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

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

## **11. WAIVER**

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

Title	<b>Stanislaus County District Attorney's Office</b>	07/07/2023
		id. 41335717
	by Karen Servas in Organized Retail Theft Vertical Prosecution Grant Program	
	stancountygrants@gmail.com	

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**Original Submission** 07/07/2023

**The Organized Retail Theft Vertical Prosecution Grant Program Application** is divided into five sections as identified below: **Background Information** **Contact Information** **Program Information** **Proposal Narrative and Budget** **Mandatory Attachments** Each section has a series of questions that require 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 **Organized Retail Theft Vertical Prosecution Grant Program Proposal Instruction Packet** for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The **Proposal Instruction Packet** is available on the 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	<b>Stanislaus County District Attorney's Office</b>
Applicant's Physical Address	<b>832 12th Street, Suite 300</b> <b>Modesto</b> <b>CA</b> <b>95354</b> <b>US</b>
Applicant's Mailing Address (If different than physical address)	n/a

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Mailing Address for  
Payment

**832 12th Street, Suite 300**  
**Modesto**  
**CA**  
**95354**  
**US**

Tax Identification  
Number

[REDACTED]

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**SECTION II -  
CONTACT  
INFORMATION**

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

Project Director

**Wendell  
Emerson**

Project Director's  
Title with  
Agency/Department/Organization

**Chief Deputy District Attorney**

Project Director's  
Physical Address

**832 12th Street, Suite 300**  
**Modesto**  
**CA**  
**95354**  
**US**

Project Director's  
Email Address

**Wendell.Emerson@standa.org**

Project Director's  
Phone Number

**+12095255509**

Financial Officer

**Lori  
Denego**

Financial Officer's  
Title with  
Agency/Department/Organization

**Fiscal Manager**

Financial Officer's  
Physical Address

**832 12th Street, Suite 300**  
**Modesto**  
**CA**  
**95354**  
**US**

Financial Officer's  
Email Address

**Lori.Denego@standa.org**

Financial Officer's  
Phone Number

**+12095255505**

Day-To-Day Program  
Contact

**Timothy  
Keaton**

Day-To-Day Program **Deputy District Attorney**  
Contact's Title

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Day-To-Day Program **832 12th Street, Suite 300**  
Contact's Physical  
Address  
**Modesto**  
**CA**  
**95354**  
**US**

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Day-To-Day Program **Timothy.Keaton@standa.org**  
Contact's Email  
Address

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Day-To-Day Program **+12095254589**  
Contact's Phone  
Number

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Day-To-Day Fiscal  
Contact **Lori**  
**Denego**

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Day-To-Day Fiscal  
Contact's Title **Fiscal Manager**

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Day-To-Day Fiscal  
Contact's Physical  
Address **832 12th Street, Suite 300**  
**Modesto**  
**CA**  
**95354**  
**US**

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Day-To-Day Fiscal  
Contact's Email  
Address **Lori.Denego@standa.org**

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Day-To-Day Fiscal  
Contact's Phone  
Number **+12095255505**

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Name of Authorized  
Officer **Jeff**  
**Laugero**

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Authorized Officer's  
Title with  
Agency/Department/Organization **District Attorney**

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Authorized Officer's  
Physical Address **832 12th Street, Suite 300**  
**Modesto**  
**CA**  
**95354**  
**US**

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Authorized Officer's  
Email Address **Jeff.Laugero@standa.org**

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Authorized Officer's Phone Number **+12095255550**

Authorized Officer Assurances **checked**

**SECTION III - PROGRAM INFORMATION** **This section requests a Proposal Summary description and identification of the Funding Category.**

**Project Title** **Stanislaus County Organized Retail Theft Vertical Prosecution Program**

**Proposal Summary** **The Stanislaus County District Attorney's Office will partner with Modesto Police Department, Stanislaus County Sheriff's Office, other law enforcement partners, retailers, and community stakeholders in Stanislaus County to implement the Stanislaus County Organized Retail Theft Vertical Prosecution Program. BSCC grant funds will be used for one full-time Deputy District Attorney to vertically prosecute organized retail theft cases, one full-time Criminal Investigator to work with local law enforcement, retailers, witnesses, and victims to investigate cases for the prosecution, and one half-time Crime Analyst to assist with data collection and reporting.**

**Funding Category Information** **Applicants may apply for funding in a Small Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$800,000 in the Small Scope category OR up to \$2,050,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Please reference pages 8-9 in the Proposal Instruction Packet for additional information.**

**Funding Category** **Large Scope (Up to \$2,050,000)**

**SECTION IV - PROPOSAL NARRATIVE AND BUDGET** **This section requests responses to the Rating Factors identified in the the Organized Retail Theft Vertical Prosecution Grant Program Instruction Packet.**

**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 Instruction Packet (Pages 17-21). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Project Description narrative may not exceed 8,948 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 4 (four) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four 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 met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the Organized Retail Theft Vertical Prosecution 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 Proposal Instruction Packet (Page 17).**

**Project Need**

**1.1: Retailers in Stanislaus County experienced over \$5.6 million dollars in shortage in 2022 from Organized Retail Crime (ORC). For the larger retailers, this requires a huge diversion of time, money, and personnel that directly impacts their profitability and the County's tax receipts from stolen items. Smaller retailers are in a worse position as they don't have the resources to fight against ORC and may have no option but to close their doors due to ORC. Even larger retailers may choose to leave our County if they don't have sufficient resources to remain profitable. The People of Stanislaus County suffer with a diminished tax base to fund critical operations and fewer places to buy the things they need for their families. Finally, there is the safety aspect associated with ORC. Retailers often instruct their employees not to engage with individuals involved in ORC for fear of violence toward employees.**

**The District Attorney's Office has engaged a myriad of partners to determine the scope of the damage being done. We pulled reports from internal databases, partnered with law enforcement agencies**

from the Sheriff to local agencies for their statistics on how many cases they have sent to this Office that meet the standard for ORC. We have hosted or been a part of meetings with retailers large and small to quantify what the impact of ORC has been to them and to their businesses. We reached out to various chambers of commerce to understand the problem from their perspective.

**1.2: To lay a foundation and utilizing local quantitative and qualitative data to demonstrate the nature and scale of the specific theft problem, the District Attorney worked with Modesto Police Department (MPD) to analyze data from larger retail locations which contain multiple national retail stores. This provides a snapshot of crime and a broad sense of organized retail crime trends. For instance, 3900 Sisk Road in Modesto houses a Target, DSW, Ulta, Ross, TJ MAXX, Best Buy, BevMo, AT&T, Big Lots, and Bed Bath and Beyond. MPD databases show an increase by nearly 10% in ORC activity. Similarly, 3401 Dale Road is the location for Vintage Faire Mall which houses 16 national retailers including an Apple Store. In 2021, they reported 193 instances of ORC related theft. In 2022, they reported 273 instances of ORC, an increase of 80 from the previous year.**

In search of further qualitative and quantitative data, retail representatives were asked to provide shrinkage reports for their Modesto stores. As of June 24, 2023, 8 national retailers provided shrinkage reports for their Modesto locations for 2023. Their losses together amounted to \$8.3 million. That equals over \$650,000 in lost sales tax revenue back to the community. One Target location alone reports \$3.5 million in shrinkage so far to 2023, compared to \$1.4 million for all of 2022. The Modesto Marshalls is on track for a 50% increase in 2023, with it experiencing the highest ORC losses of all Marshalls stores from Modesto to Bakersfield. Lowes losses have doubled over last year, with 6 months left to go. ORC is accelerating in 2023.

**1.3: The average DDA in this office prosecutes about 2000 cases annually. With the ORC DDA position, this Office would have to take a DDA handling 2000 cases annually and divide those cases throughout the office. The same applies to an investigator who support the DDAs. Investigator assignments would again need to be divided amongst existing staff. Without a dedicated budget, these two critical positions could not be solely dedicated to ORC as the need overall is too great. The ORC grant would allow us to backfill both positions and dedicate them to reducing ORC in our County.**

The biggest obstacle to implementing this position is the ORC analyst. There is no analogous position to the analyst in this office. That position would have to be created, funded, trained, and implemented. The analyst position would refine incoming data from law enforcement, retailers, and interested third parties to determine trends that can be acted upon. This information would come from hundreds of businesses spread across a county of half a million residents. Without the grant, this position would likely go unfilled,

limiting the effectiveness of any ORC program to “catch them if you can,” foregoing an intelligence driven effort that is well known for its effectiveness.

## Project Description

### 2.1: The Stanislaus County District Attorney's Office will dedicate the following staff to the Organized Retail Theft Vertical Prosecution Program:

- One full-time dedicated Deputy District Attorney (1.0 FTE) to prosecute individuals charged with organized retail theft. The Deputy District Attorney (DDA) will be assigned to prosecute cases using True Vertical Prosecution, where the principal prosecutor files the charges or makes the first appearance and attends all subsequent court appearances through the sentencing stage. The DDA will serve as the single point of contact for victims, witnesses, and impacted law enforcement officials.
- One full-time dedicated District Attorney Criminal Investigator (1.0 FTE) who will be responsible for investigating all organized retail theft cases.
- One Crime Analyst (0.5 FTE) who will be embedded with the criminal investigator and DDA and will coordinate with retailers, extract and analyze crime data in conjunction with law enforcement, coordinate with outside agencies to share data if required, and provide data to the outside evaluator to include in reports to BSCC.

The focus of the project will be Stanislaus County in its entirety. This was chosen because this encompasses the entire jurisdiction that falls under the District Attorney.

The project will address the Project Need and the intent of the grant program through the use of Vertical Prosecution in organized retail theft cases and those charged with organized retail crimes (ORC) accepted by the District Attorney's office. From inception, cases will be received and issued with ORC specific charges based on the facts of the case. Ideally, these cases will come in from law enforcement agencies dedicated to ORC or ad hoc ORC reduction teams. This will be an immediate indicator. These cases will also from time to time come from good investigative work from retailers or by patrol officers. They will be vetted and if consistent with the ORC mandate under the grant, they will receive an ORC designation. This will send the case directly to the assigned ORC DDA to prepare the case for arraignment through final resolution. Negotiations will depend on the severity of the theft, prior record(s) of the perpetrator(s), and sophistication of the crime. If the defendant is shown to be intractable by multiple crimes of an ORC nature or a violent past or present crime for which a prior can be plead and proven, this Office will take a harder line on resolution that will include incarceration.

The methodology will include identifying the current scope of the problem. By creating a baseline from all available relevant data i.e., total loss to retailers from ORC, total incidents of ORC across the County, retailer reported shortage, arrests, deferred prosecutions, prosecutions, repeat offenders, we will be able to evaluate efforts tracked on a weekly, monthly, quarterly, and annual basis. Over time,

a decreasing trendline in the baseline numbers should be observable. Incidents of ORC should decrease, repeat offenders should become infrequent, retailers reported shortage should decrease, and profitability should increase, smaller retailers should report fewer incidents of ORC, prosecutions over time will decrease, and deferred prosecutions should increase as some offenders get needed treatment for substance abuse, chronic homelessness, or mental health. This will not be an overnight accomplishment, but over time, it will show impacts in the needed categories and in the right direction.

The DA's Office will collaborate with online marketplaces and retailers to address the Project Need and organized retail theft property crimes in partnership with our law enforcement partners. This includes reaching out and coordinating with retailers, communicating with them regularly, sharing data and intelligence with retailers, and connecting to the California Organized Retail Crime Association for guidance.

The DA's Office plans to use alternatives to incarceration, including diversion or restorative justice programs, to address the Project Need and reduce recidivism. Should the defendant prove to be someone dependent upon illegal drugs, this Office will likely push for either an alternative to custody time or a combination of minimal time with a program to address the drug use. Again, this is fact specific. Should the offender have a minimal criminal history, and the crime is of a minor nature, this Office is likely to attempt to enter the offender into a deferred sentencing agreement to attempt to educate the offender about their behavior and its impacts on society at large in an effort to curb the behavior going forward.

**2.2: Goal 1: To prosecute all Organized Retail Theft cases in Stanislaus County using a Vertical Prosecution model. Goal 2: To reduce Organized Retail Crime (ORC) in Stanislaus County.** The completed Project Work Plan outlining the Goals, Objectives, Process and Outcomes Measures, Project Activities, Responsible Staff and Timeline is attached as Appendix B to this application for funding in Submittable.

**2.3: The District Attorney's Office coordinates and collaborates with the Stanislaus County Sheriff's Department and Modesto Police Department (MPD).** Our proposal is intended to leverage MPD's ORC proposal to BSCC and we will work closely with them to ensure success of their project. Multiple meetings regarding ORC have occurred between the organizations in preparation for this proposed project, and letters of commitment and impact were secured. Deputy District Attorney Timothy Keaton, who will be assigned to ORC full time with these BSCC grant funds, currently works directly with MPD. MPD was happy to learn he will be the point for all ORC cases, filing them vertically. BSCC-funded District Attorney's Office staff will attend all bi-weekly meetings hosted by MPD which will include allied agencies, community members, and retailers.

During the planning meetings with our partners for this grant, and discussions with retailers and law enforcement, we discovered the greatest proportion of loss from theft has come from organized individuals and crews who prey upon retailers (ORC). These crews tend to work from a playbook. National chain stores tend to set their stores up in the same manner using floorplans and planograms. The crews tend to prey upon one retailer at a time as it simplifies their tactics as they move from one store to the next because the layout in each store is identical, making finding the desired merchandise easy. Because they do, these crews have become well known to the loss prevention personnel that work in these stores. The crews are identifiable as individuals, by their tactics, and the vehicles that they use to move from location to location. We are certain that we can stem ORC theft by using the intelligence gathered by the retailers and shared with law enforcement to target these crews, and compiled with an ORC analyst. As an example, the CHP ORC task force in the Modesto area was able to recently identify, track and stop a 5–6-person crew that traveled throughout the Central Valley, East Bay, and north into Sacramento that was responsible in over 3 months for nearly \$30,000 in proven loss. The loss is likely much higher than this when considering other retailers that were hit that weren't able to be tracked. These types of crews are prevalent throughout the State, and they do not limit themselves to one jurisdiction. Our Office is now aggressively prosecuting these individuals.

The Modesto Police Department has partnered with local businesses in the area and set up shoplifting abatement operations where they will work with the retailers and make arrests on shoplifters all day. In one recent operation, the limiting factor to how many arrests were made was the number of officers available to transport apprehended shoplifters. This Office prosecuted two of those arrest as felonies as they were career criminals who were already on parole and probation for similar activity. The vast majority of the cases were resolved as misdemeanors or deferred programs. The resolution was consistent with the harm done to the business and the repeat nature of the offender.

These two examples show that law enforcement and this Office are dedicated to addressing this problem aggressively. Our law enforcement partners have found that many times, one individual was responsible for multiple crimes. By arresting that person, law enforcement prevented many more future crimes. This suggests the objective of a 10% a year reduction in ORC in partnership with law enforcement is achievable. We have proven in this County that ORC crews can be identified and stopped, and, given time and resources afforded by this grant, we are confident that we can dramatically reduce the harm that ORC is causing in this community.

Project  
Organizational  
Capacity and  
Coordination

3.1: This Office will require a dedicated full time ORC deputy district attorney (1.0 FTE), a full-time criminal investigator (1.0 FTE), and 0.50 FTE of a crime analyst. The DDA will have a minimum of 3-5 years experience as a prosecutor. The Investigator will be a seasoned POST certified law enforcement professional with over 10 years as a

detective or investigator. The ORC analyst position will be staffed by someone with a baccalaureate in Data Science. The entire ORC unit will be overseen by a Chief Deputy District Attorney to ensure proper coordination and measurable results.

The Chief Deputy District Attorney (CDDA) will ensure successful implementation and monitoring of the ORC Unit and that all grant-funded positions are filled (DDA, investigator, and ORC analyst). The CDDA will ensure that all agencies are providing access to the analyst to create baseline data that will be used to measure the problem. The CDDA will review progress being made at least monthly measuring total numbers of arrests, dispositions (deferred sentences, pleas, and trials). The CDDA will look at individual components such as DDA performance in the role, the investigator's contribution to successful operations and prosecutions, and the analyst providing data driven intelligence for the entire Unit. This will initially require a great deal of focus from the CDDA but as time goes on and assuming success in all areas, the CDDA will be able to take a less hands-on approach on day-to-day operations, focusing more on partnership building with stakeholders throughout the community.

**3.2: We will work with the Stanislaus County Auto Theft Task Force (StanCATT) and Modesto Police Department Property Crimes Unit (MPD).** Both agencies currently work in close cooperation with this office. We are alerted to their ongoing operations so that we may prepare for prosecution when individuals are taken into custody. This is quite necessary especially with larger operations as there can be multiple defendants cross jurisdictional lines which requires specific charging language to ensure effective prosecution. StanCATT is a multi-agency task force primarily lead by the CHP. There is a sergeant who handles day to day operations, reporting to a CHP lieutenant. MPD is similarly lead by a sergeant reporting to an MPD lieutenant. Both have detectives assigned with years of experience as investigators. These agencies working in conjunction with their retail partners conduct the bulk of the investigations and enforcement in the ORC sphere in our County. The current partnership has proven invaluable to this point, and is expected to deepen as ORC efforts are ramped up.

**3.3: The District Attorney's Office will execute contracts with the local evaluator who will develop the Local Evaluation Plan and Local Evaluation Report, and a grant management contractor who will assist the DA's Office in preparing all data reporting and narrative reporting required by the BSCC.** These contracts will be presented with the Board of Supervisor's agenda item to accept BSCC funding and to approve the subcontracts for these services. This will occur within 3 months of the date of the award letter to the DA's Office.

**3.4: The management structure for Stanislaus County ORC Unit will consist of the Deputy District Attorney (DDA), investigator, and ORC analyst.** These staff will report directly to a Chief Deputy District Attorney. Monthly meetings with partner agencies to discuss trends will be held that will be inclusive of the DDA, investigator, and analyst.

The core District Attorney team inclusive of the chief deputy will hold weekly meetings to discuss data trends, current prosecutions, and investigations. Day-to-day decisions will be made by the CDDA. More complex operational decisions to include case priority will be made by the chief deputy.

**3.5:** We want to ensure that retailers large and small can conduct business without the drain on inventory, profit, and operating capital that ORC creates. The County will undoubtedly realize increased tax receipts due to stores being in stock, and a reduction in the numbers of crews perpetrating the bulk of the crimes. From this, the ORC Unit will have proven itself, and before the grant ends, this Office will seek sustained funding from the Board of Supervisors as the DA's ORC Unit will more than have proven that its operations are a return on the investment and a net benefit to the County.

#### Project Evaluation and Monitoring

**4.1:** Externally, we have identified Gary Bess Associates (GBA), located in Lincoln, CA, as our local researcher. GBA is very familiar with BSCC's reporting requirements, including the requirements for local evaluation plans and local evaluation reports. Specific research design and data collection processes will be identified and implemented during the startup phase to ensure BSCC guidelines, objectives and deliverables are met, and a clear, logical project process evaluation report of implementation and service delivery activities are available at least quarterly to document and disseminate best practices and lessons learned.

Internally, the ORC analyst will gather data from partner agencies and retailers including numbers of theft focusing on ORC (criteria will be set for what qualifies as ORC), monetary loss from ORC, serious and/or violent incidents associated with ORC. This data will form the baseline that the Office and GBA will use to measure success. These statistics will be covered internally weekly at the ORC Unit, monthly with law enforcement partner agencies, quarterly with all stakeholders to include retailers, chambers of commerce, and local political leaders. At the monthly meetings, we will discuss ongoing operations, arrests, prosecutions, and diversion programs, and the overall impact these operations are having. The focus will be evaluation of current efforts and recalibration as necessary. Annually, this Office will hold a state of the ORC meeting that will give a clearer picture of the program. The focus of that meeting will be an honest review of efforts and not a cheerleading session. This program will be executed for the duration of the 3-year grant, and beyond.

**4.2:** Process and Outcome measures will include the number organized retail theft cases filed that meet ORC criteria, focusing on reported, charged, dismissed, diverted, convictions obtained, and the sentences imposed for those convictions; Reports will include the number of instances where vertical prosecution was used to obtain those convictions and the sentences imposed against any cases not prosecuted vertically; number of theft-related property crimes that were charged that did not use the vertical prosecution

model and the resulting number of convictions. Staffing, Hours worked, number of meetings/trainings with retailers, cases accepted for prosecution. We will collect year over year retailer data regarding shortage to show program impact.

**4.3: GBA will be responsible for management of the evaluation process. The evaluation plan will focus on outcomes associated with the key objectives. GBA will develop monthly dashboard reports for the evaluation review process. The easy-to-read summaries of activities help to convey to partners the progress toward attainment of goals. They will document best practices and lessons learned through local analysis, which will then be disseminated throughout the agency, community, and to the BSCC.**

**4.4: GBA will establish a schedule for data to be collected and regularly review entered data, which can be transferred to GBA's statistical database. Data will be collected from partner law enforcement agencies to track reports not submitted for prosecution, prosecutions, and operations. We will partner with retailers willing to share reports of ORC incidents and trends. The analyst will set up a portal to capture this information. GBA will analyze data and provide periodic dashboards/reports showing progress to goals and outcomes. We will use our internal reports on prosecutions to show deferred prosecutions and prosecutions to evaluate success or areas for improvement. If necessary, we will enter into agreements with retailers to protect their proprietary information so we can freely use that data to help drive ORC intelligence.**

**4.5: Specific research design will be discussed with GBA to ensure BSCC guidelines, objectives and deliverables are met, and that a clear, logical project process evaluation report is available to partners and stakeholders to document and disseminate best practices and lessons learned. Any identified modifications that need to be made based off best practices and lessons learned will be revised and implemented to ensure the intended outcomes are met. All data and survey information in the measured outcomes will be provided to the District Attorney's Office grant administrators to complete BSCC required reporting.**

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#### Budget Instructions

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

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#### Budget Attachment

SECTION V -  
MANDATORY  
ATTACHMENTS

**This section list the attachments that are required at the time of submission. Project Work Plan (Appendix B) Grantee Assurance for Non-Governmental Organizations (Appendix D) Letter(s) of Commitment If Applicable (Appendix E) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix F) Governing Board Resolution Optional (Appendix G)**

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Project Work Plan (Appendix B)

[\*\*Appendix\\_B\\_DAs\\_Office\\_Project-Work-Plan-ORT-VP.pdf\*\*](#)

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Grantee Assurance for Non-Governmental Organizations (Appendix D)

[\*\*Appendix\\_D.pdf\*\*](#)

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Letter(s) of Commitment, (Appendix E)

[\*\*Appendix\\_E\\_Thirteen\\_Total\\_Letters\\_of\\_Commitment.pdf\*\*](#)

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

[\*\*Appendix\\_F.pdf\*\*](#)

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OPTIONAL: n/a

Governing Board  
Resolution (Appendix  
G)

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OPTIONAL: n/a

Bibliography

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CONFIDENTIALITY  
NOTICE:

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

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## Appendix B: Project Work Plan

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

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

<b>(1) Goal:</b> > To prosecute all Organized Retail Theft cases using a Vertical Prosecution model			
Objectives (A., B., etc.)	> A. Vertical Prosecution of cases that meet Organized Retail Crime (ORC) criteria B. Targeted investigation of organized retail theft crimes to support prosecution C. Data analysis of Vertical Prosecution activities and outcomes		
Process Measures and Outcome Measures:	> Number of organized retail theft cases filed by the county, and the number that meet Organized Retail Crime criteria Number of organized retail theft convictions obtained, and the sentences imposed for those convictions Number of instances where vertical prosecution was used to obtain those convictions and the sentences imposed Number of theft-related property crimes that were charged overall in the county that did not use the vertical prosecution model and the resulting number of convictions		
Project activities that support the identified goal and objectives:	Responsible staff/partners		
> One full-time Deputy District Attorney to vertically prosecute ORC cases	> Timothy Keaton, DDA		
One full-time Criminal Investigator to investigate organized retail theft crimes	Criminal Investigator	10/1/2023	12/31/2026
One half-time Criminal Analyst to enter and analyze ORC data	Crime Analyst	10/1/2023	12/31/2026
List data and sources to be used to measure outcomes:	> Cases filed, reported, charged, dismissed, diverted, convictions obtained, sentences imposed (DA internal database/I/CJS)		
		Start Date	Timeline
		End Date	

<b>(2) Goal:</b>		> <b>To reduce Organized Retail Crime (ORC) in Stanislaus County</b>									
<b>Objectives (A., B., etc.)</b>		> A. Coordinate with retailers, law enforcement partners, and stakeholders to reduce instances of ORC in the county									
Process Measures and Outcome Measures:	<p>&gt; Number of meetings with retailers, stakeholders and law enforcement</p> <p>Number and types of outreach conducted within the county</p> <p>Number of cases resolved</p> <p>Year over year retail shortage reduction from ORC</p>	Project activities that support the identified goal and objectives:	<table border="1"> <thead> <tr> <th>Responsible staff/partners</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>Start Date</td> <td>End Date</td> </tr> <tr> <td>&gt; 11/1/2023</td> <td>&gt; 12/31/2026</td> </tr> <tr> <td>11/1/2023</td> <td>12/31/2026</td> </tr> </tbody> </table>	Responsible staff/partners	Timeline	Start Date	End Date	> 11/1/2023	> 12/31/2026	11/1/2023	12/31/2026
Responsible staff/partners	Timeline										
Start Date	End Date										
> 11/1/2023	> 12/31/2026										
11/1/2023	12/31/2026										
Process Measures and Outcome Measures:	<p>&gt; Monthly meetings in partnership with Modesto Police Department, Stanislaus Sheriff's Office to discuss ORC operations, arrest, prosecutions, diversion programs, and impact of programs</p> <p>Quarterly meetings with law enforcement, chambers of commerce, local political leaders, retailers, and other stakeholders to analyze ORC related crimes, shortage reports, trends, and outreach efforts</p>	Project activities that support the identified goal and objectives:	<p>List data and sources to be used to measure outcomes: &gt; meetings minutes, shortage reports from retailers, crime data, case resolution data (ICJIS, law enforcement crime reports, retailer shortage reports, ORC trends)</p>								
<b>(3) Goal:</b>		>									
<b>Objectives (A., B., etc.)</b>		> <span style="background-color: #e0e0e0; display: inline-block; width: 100px; height: 15px; vertical-align: middle;"></span>									
Process Measures and Outcome Measures:	> <span style="background-color: #e0e0e0; display: inline-block; width: 100px; height: 15px; vertical-align: middle;"></span>	Project activities that support the identified goal and objectives:	<table border="1"> <thead> <tr> <th>Responsible staff/partners</th> <th>Timeline</th> </tr> </thead> </table>	Responsible staff/partners	Timeline						
Responsible staff/partners	Timeline										

List data and sources to be used to measure outcomes: >	>	>	>	>	>	>	>	>	>	>	>	>
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Organized Retail Theft Vertical Prosecution Grant Program - Project Budget and Budget Narrative

Name of Applicant *Stanislaus County District Attorney's Office*

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

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

Budget Line Item	Total
1. Salaries & Benefits	\$1,315,477.00
2. Services and Supplies	\$0.00
3. Professional Services or Public Agencies	\$0.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Data Collection and Evaluation	\$93,860.00
6. Equipment/Fixed Assets	\$0.00
7. Financial Audit (Up to \$25,000)	\$4,000.00
8. Other (Travel, Training, etc.)	\$5,574.00
9. Indirect Costs	\$141,891.00
<b>TOTAL</b>	<b>\$1,560,802.00</b>

## 1a. Salaries & Benefits

### 1b. Salaries & Benefits Narrative

**Deputy District Attorney (100% FTE):** Prosecute individuals charged with organized retail theft. The Deputy District Attorney (DDA) will be assigned to prosecute cases using True Vertical Prosecution, where the principal prosecutor files the charges or makes the first appearance and attends all subsequent court appearances through the sentencing stage. The DDA will serve as the single point of contact for victims, witnesses, and impacted law enforcement officials.

**Criminal Investigator (100% FTE):** Investigate all organized retail theft cases for the prosecution in collaboration with local law enforcement, retailers, victims, and witnesses.

**Crime Analyst (50% FTE):** Coordinate with retailers, extract and analyze crime data in conjunction with law enforcement, coordinate with outside agencies to share data if required, and provide data to the outside evaluator to include in reports to BSCC.

## 2a. Services and Supplies

**2b. Services and Supplies Narrative**

N/A

**3b. Professional Services Narrative**  
N/A

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

<b>5b. Data Collection and Evaluation Narrative</b>
<i>Independent Outside Evaluator to conduct the Local Evaluation Plan and Local Evaluation Report. Gary Bess Associates (GBA) will serve as the outside Program Evaluator. Based in Lincoln, CA, they served as the local evaluator for the Edward Byrne JAG grant program. GBA will collect data and conduct a project process evaluation to meet the stated goals and objectives. They will identify clear metrics and indicators to use at the local level. They will document best practices and lessons learned through local analysis, which will then be disseminated throughout the agency and to BSCC.</i>
<i>Grant Manager to support data collection efforts for the Quarterly Progress Report and statewide evaluation in conjunction with the outside evaluator and the criminal analyst in the district attorney's office.</i>

		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	<b>TOTALS</b>	<b>\$0.00</b>

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

N/A

#### 7a. Financial Audit

Description	Calculation for Expense	Total
Financial Audit	BSCC-required financial audit for ORT program conducted outside of the county's single audit	\$4,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		<b>TOTAL</b>
		<b>\$4,000.00</b>

#### 7b. Financial Audit) Narrative

Required financial audit charged as a flat rate fee by the auditor to the District Attorney's office

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

Description	Calculation for Expense	Total
Outside training (ORT-specific training)	See breakdown below for lodging, registration, travel, and meals for one training/year for 3 years	\$4,908.00
BSCC Required Training	Meals at the per diem rate only for three one day trips over the grant period for 3 project staff	\$666.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		<b>TOTAL</b>
		<b>\$5,574.00</b>

#### 8b. Other (Travel, Training, etc.) Narrative

Outside training: ORT specific training offered by the California District Attorney's Association for project staff within the state of California (one per year for one grant-funded staff for a total of 3 years); Includes 2 days lodging, travel, and meals at the state per diem rate, plus registration costs. Using Los Angeles County as the location of the training, annual cost includes 2 nights lodging x \$182/night, roundtrip airfare \$250, 3 days meals at \$74/day, and \$800 registration.

BSCC-required training: Budget for 3 one day trips over the grant period for 3 project staff; Budget above is for meals at the per diem only to/from Sacramento. \$74/day x 3 staff x 3 BSCC-required one day trainings. Travel will be by county vehicle and not charged to the grant.

#### 9a. Indirect Costs

For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:	Grant Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization does not have a federally approved indirect cost rate.	\$141,891	\$141,891
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$0</b>	
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$0</b>	

Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns **red**, please adjust it to not exceed the line-item noted.

TOTAL	\$141,891	\$141,891
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#### 9b. Indirect Costs Narrative

Indirect costs charged at 10% of total direct costs. Stanislaus County District Attorney's Office does not have a federally approved indirect cost rate. Indirect costs will applied as program share of cost of all DA operations. This includes rental and lease costs, administrative overhead, utilities, communications, internet, information technology, office supplies, office equipment, and security.

**BOARD OF SUPERVISORS**

**Buck Condit**, District 1  
**Vito Chiesa**, District 2  
**Terry Withrow**, District 3  
**Mani Grewal**, District 4  
**Channce A. Condit**, District 5

July 7, 2023

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

**Re: The Organized Retail Theft Vertical Prosecution Grant Program**

Dear Board of State and Community Corrections,

The Stanislaus County Board of Supervisors fully supports the Stanislaus County District Attorney's Office application for the Organized Retail Theft Vertical Prosecution Grant Program. There is a strong need in our county for resources to assist small and large retailers from organized retail theft crime impacting their ability to operate in our community.

This grant application seeks to build upon the existing foundation in our county by providing the necessary funding to provide additional support for the District Attorney's Office to prosecute more organized retail theft cases and to reduce the amount of organized retail theft cases in Stanislaus County. This grant application will also allow the District Attorney's Office to implement a full-time analyst position to manage, analyze and trend the incoming data from law enforcement, retailers, and interested third parties to help reduce organized retail theft. The analyst position will also provide the information needed to provide meaningful community outreach, education and collaboration to assist with the prevention of organized retail theft. The Stanislaus District Attorney's Office has pledged to use this grant opportunity to effectively combat organized retail theft in our county and is committed to ensuring the protection and well-being of our residents.

Sincerely,

A handwritten signature in black ink that appears to read 'Channce A. Condit'.

Channce A. Condit, Chairman  
Stanislaus County Board of Supervisors  
District 5

CAPITOL OFFICE  
1021 O STREET  
SUITE 7240  
SACRAMENTO, CA 95814  
(916) 651-4004

DISTRICT OFFICE  
1020 15TH STREET  
SUITE 21  
MODESTO, CA 95354  
TEL (209) 848-4001

# California State Senate

SENATOR  
**MARIE ALVARADO-GIL, M.P.A.**  
CHAIR, HUMAN SERVICES  
FOURTH SENATE DISTRICT



COMMITTEES  
AGRICULTURE  
BUSINESS, PROFESSIONS & ECONOMIC DEVELOPMENT  
GOVERNMENTAL ORGANIZATION  
HUMAN SERVICES  
INSURANCE  
MILITARY & VETERANS AFFAIRS

July 7, 2023

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

**Re: Support for the Stanislaus County District Attorney's request for \$2,050,000.00 Organized Retail Theft Prevention grant funds**

Dear Board of State and Community Corrections,

As the State Senator representing Stanislaus County, I am writing in support of the Stanislaus County District Attorney Office's Organized Retail Theft Prevention Grant Program funding request of \$2,050,000.

Stanislaus County District Attorney's Office is committed to investigate and prosecute crimes related to organized retail theft in Stanislaus County. They have agreed to share data related to organized retail theft crimes with a designated crime analyst to assist in the identification and prosecution of suspects. Additionally, Stanislaus County District Attorney's Office has agreed to participate in strategic meetings with partner law enforcement agencies, the public and community stakeholders. I believe that strategic engagement in conjunction with data analysis is critical and can help us better understand how organized retail theft crimes are affecting community businesses and help foster effective strategies to prevent these crimes.

I am confident the District Attorney will effectively use the requested funds to reduce organized retail theft crimes and protect businesses in our community. If I can be of further assistance throughout the grant application process, please contact my office at (209) 576-6001 or senator.alvarado-gil@senate.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Marie Alvarado-Gil".

MARIE ALVARADO-GIL  
Senate District 4



## SHERIFF'S OFFICE

Jeff Dirkse, Sheriff-Coroner

June 28, 2023

**Administration**  
 250 E. Hackett Rd  
 Modesto, CA 95358  
 (209) 525-7216

**Operations**  
 250 E. Hackett Rd  
 Modesto, CA 95358  
 (209) 525-7188

**Sheriff's Detention Center**  
 200 E. Hackett Rd  
 Modesto, CA 95358  
 (209) 525-5630

**Coroner's Office**  
 921 Oakdale Rd  
 Modesto, CA 95355  
 (209) 567-4480

**Civil Division**  
 801 11th St, Ste 2200  
 Modesto, CA 95354  
 PO Box 3288  
 Modesto, CA 95353  
 (209) 491-8762

**Investigations**  
 250 E. Hackett Rd  
 Modesto, CA 95358  
 (209) 525-7074

**Records**  
 250 E. Hackett Rd  
 Modesto, CA 95358  
 (209) 525-7117

**Alternative Work  
Program/REACT**  
 194 E. Hackett Rd  
 Modesto, CA 95358  
 (209) 491-8771

**Patterson Police Services**  
 33 S. Del Puerto Ave  
 Patterson, CA 95363  
 (209) 892-5071

**Riverbank Police Services**  
 6727 Third St  
 Riverbank, CA 95367  
 (209) 869-7162

**Hughson Police Services**  
 7018 Pine St/PO Box 9  
 Hughson, CA 95326  
 (209) 883-4052

**Waterford Police Services**  
 115 E St  
 Waterford, CA 95386  
 (209) 874-2349

**Training Center**  
 3805 Cornucopia Way  
 Modesto, CA 95358  
 (209) 567-4408

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

**Re: The Organized Retail Theft Vertical Prosecution Grant Program**

To Whom It May Concern:

This Letter of Commitment is being submitted to document that the Stanislaus County Sheriff's Office agrees to meaningfully partner on the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

Stanislaus County is 1,515 square miles and the Stanislaus County Sheriff's Office's area of jurisdiction is approximately 1,419 square miles, including unincorporated communities and reservoirs. The population of Stanislaus County is 555,968. The Sheriff's Office provides law enforcement services to 113,014 residents of the unincorporated area as well as four incorporated cities (Hughson, Patterson, Riverbank, and Waterford) with a combined population of 64,456. The Stanislaus County Sheriff's Office protects our communities by building trust, reducing crime, and promoting safety through enforcement, prevention, and education.

As a part of the ORT Vertical Prosecution Grant Program, the Stanislaus County Sheriff's Office agrees to partner with the Stanislaus County District Attorney's Office to investigate and assist in the prosecution of ORT cases. Additionally, the Stanislaus County Sheriff's Office agrees to participate in county-wide ORT taskforce meetings to promote cooperation amongst all regional law enforcement partners and assist in the development and implementation of effective ORT enforcement strategies. Further, the Stanislaus County Sheriff's Office will partner with the Stanislaus County District Attorney's Office to conduct community and business engagement in the County to better understand their needs and address concerns related to ORT crimes.

We look forward to working closely with the Stanislaus County District Attorney's Office and its partners to address increased levels of retail theft property crimes in Stanislaus County by using a vertical prosecution model.

Sincerely,

JEFF DIRKSE  
 Sheriff – Coroner  
 Stanislaus County

A handwritten signature in blue ink that appears to read "Jeff Dirkse".

Micky LaBarbera  
 Undersheriff  
 Administration Division



---

To: Board of State and Community Corrections  
Re: The Organized Retail Theft Vertical Prosecution Grant Program  
Date: June 27, 2023

This letter is being submitted to document that the Modesto Police Department agrees to partner on the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

As a part of this grant, the Modesto Police Department agrees to partner with the Stanislaus County District Attorney's Office to investigate and assist in the prosecution of ORT cases. Additionally, the Modesto Police Department agrees to participate in county-wide ORT taskforce meetings to promote cooperation amongst all regional law enforcement partners and assist in the development and implementation of effective ORT enforcement strategies. Further, the Modesto Police Department will partner with the Stanislaus County District Attorney's Office to conduct community and business engagement in the County to better understand their needs and address concerns related to ORT crimes.

Signed by,

Brandon Gillespie, Chief of Police  
Modesto Police Department



*City of Oakdale*  
**POLICE DEPARTMENT**

---

250 North Third Avenue · Oakdale, California 95361  
(209) 847-2231 · (209) 847-3790 Fax

June 27, 2021

To:                   Board of State and Community Corrections  
Re:                   The Organized Retail Theft Vertical Prosecution Grant Program

This letter is being submitted to document that the Oakdale Police Department agrees to partner on the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

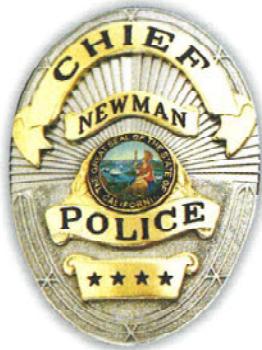
As a part of this grant, the Oakdale Police Department agrees to partner with the Stanislaus County District Attorney's Office to investigate and assist in the prosecution of ORT cases. Additionally, the Oakdale Police Department agrees to participate in county-wide ORT taskforce meetings to promote cooperation amongst all regional law enforcement partners and assist in developing and implementing effective ORT enforcement strategies. Further, the Oakdale Police Department will partner with the Stanislaus County District Attorney's Office to conduct community and business engagement in the County to better understand their needs and address concerns related to ORT crimes.

If you have any questions, please contact me at (209) 845-3519.

Sincerely,

J. RAMAR

Jerry Ramar, Chief of Police  
Oakdale Police Department



# CITY OF NEWMAN POLICE DEPARTMENT

RANDY RICHARDSON, CHIEF OF POLICE

To: Board of State and Community Corrections  
Re: The Organized Retail Theft Vertical Prosecution Grant Program  
Date: June 28, 2023

This letter is being submitted to document that the Newman Police Department agrees to partner on the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

As a part of this grant, the Newman Police Department agrees to partner with the Stanislaus County District Attorney's Office to investigate and assist in the prosecution of ORT cases. Additionally, the Newman Police Department agrees to participate in county-wide ORT taskforce meetings to promote cooperation amongst all regional law enforcement partners and assist in the development and implementation of effective ORT enforcement strategies. Further, the Newman Police Department will partner with the Stanislaus County District Attorney's Office to conduct community and business engagement in the County to better understand their needs and address concerns related to ORT crimes.

Signed by,

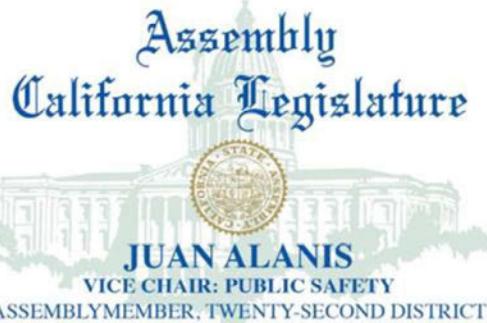
A handwritten signature in blue ink, appearing to read "R. Richardson".

Randy Richardson, Chief of Police

**"PROFESSIONALISM, INTEGRITY, SERVICE"**

1200 Main Street • P.O. Box 787 • Newman, CA 95360 • (209) 862-2902 • Fax (209) 862-4151 • [www.cityofnewman.com](http://www.cityofnewman.com)

STATE CAPITOL  
P.O. BOX 942849  
SACRAMENTO, CA 94249-0022  
(916) 319-2022  
FAX (916) 319-2122  
  
DISTRICT OFFICE  
1010 TENTH STREET, SUITE 5800  
MODESTO, CA 95354  
(209) 521-2111  
FAX (209) 521-2102



COMMITTEES  
AGRICULTURE  
BUDGET  
BUSINESS AND PROFESSIONS  
HUMAN SERVICES  
WATER, PARKS, AND WILDLIFE  
  
BUDGET SUBCOMMITTEE NO. 1 ON  
HEALTH AND HUMAN SERVICES

July 3, 2023

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

**RE: Stanislaus County District Attorney's Office – Application for Organized Retail Theft Vertical Prosecution Grant Program**

Dear Board of State and Community Corrections,

I am submitting this letter in support of the Stanislaus County District Attorney's Office in their submission for the Organized Retail Theft Vertical Prosecution Grant Program proposal.

As the elected representative for State Assembly District 22, I hear how organized retail theft, motor vehicle theft, and motor vehicle accessory theft, such as the theft of catalytic converters, and other vehicle parts, plagues the community and citizens in my district. I can understand the fear and demoralization that business owners feel when they are repeatedly victimized by organized retail thieves, as they struggle with the decision to close, or continue losing money to theft.

Of course, this has a significantly negative impact on the community, not only with potentially higher prices to offset the cost of product loss, but also increasing the fear that local pharmacies and markets will close down and move away. Disadvantaged neighborhoods are most affected when their residents must travel greater distances to purchase the goods and services they depend on.

I believe that it is important to have a direct approach towards combating organized retail theft to prevent business owners from being continuously victimized by career criminals. Many business owners within my district have agreed to support investigations and prosecutions related to organized theft taking place within their establishments. Furthermore, they agree to share data related to organized retail theft crimes with a designated crime analyst who will assist in identifying, and prosecuting members of organized shoplifting gangs. Local business owners have also agreed to participate in strategic meetings to assist law enforcement agencies in identifying proactive strategies to prevent this type of criminal activity.

The Stanislaus County District Attorney's Office has pledged to use this grant funding to work towards combating organized retail theft within our community. They have committed to protecting critical businesses in disadvantaged areas, which is why I am confident that awarding this grant to the Stanislaus County District

Attorney's Office will make a tangible difference in this community. I am grateful about the prospect of what this grant can do for the County of Stanislaus, and communities across the 22<sup>nd</sup> District as a whole.

Should you have any questions, please do not hesitate to reach out to my office at (916) 319-2022.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Alanis".

JUAN ALANIS  
Assemblymember, 22<sup>nd</sup> District



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To: Board of State and Community Corrections  
Re: The Organized Retail Theft Vertical Prosecution Grant Program  
Date: 07/05/2023

This letter is being submitted to document that Stanislaus Latino Chamber of Commerce, agrees to support the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

Our members agree to assist and support investigations and prosecutions related to organized retail theft that takes place in our represented businesses. Further, we agree to share data related to ORT crimes with a designated crime analyst to assist in the identification and prosecution of ORT suspects.

Additionally, we agree to participate in strategic ORT meetings to help law enforcement agencies gain better understanding of how ORT crimes are affecting our represented businesses and help develop effective strategies to prevent these crimes.

The Stanislaus District Attorney's Office has pledged to use ORT grant monies to effectively combat organized retail theft in our community. Further, they have committed to protecting critical businesses in disadvantaged areas. I am confident the District Attorney will effectively use ORT grant monies to reduce ORT crimes and protect businesses in our community.

Signed by,

A handwritten signature in black ink, appearing to read "JL".

Johnny Garcia, CEO



**Jason Hedden**  
CHIEF OF POLICE  
[jhedden@turlock.ca.us](mailto:jhedden@turlock.ca.us)



## Turlock Police Department

244 N. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-664-7302 | FAX 209-667-5226

July 3, 2023

Chief Deputy District Attorney Wendell Emerson  
Stanislaus County District Attorney  
Board of State and Community Corrections  
832 12th Street, Suite 300  
Modesto, CA 95354

Dear Chief Deputy District Attorney Wendell Emerson:

Re: The Organized Retail Theft Vertical Prosecution Grant Program

This letter is being submitted to document that the Turlock Police Department agrees to partner on the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

As a part of this grant, the Turlock Police Department agrees to partner with the Stanislaus County District Attorney's Office to investigate and assist in the prosecution of ORT cases. Additionally, the Turlock Police Department agrees to participate in county-wide ORT taskforce meetings to promote cooperation amongst all regional law enforcement partners and assist in the development and implementation of effective ORT enforcement strategies. Further, the Turlock Police Department will partner with the Stanislaus County District Attorney's Office to conduct community and business engagement in the County to better understand their needs and address concerns related to ORT crimes.

Sincerely,

A handwritten signature in blue ink that appears to read "JHL".

JASON HEDDEN  
Chief of Police

JH:cf

**Modesto Means Business**

**Chairperson**

*Kirstie Boyett Zacharias*

**Chairperson Elect**

*Open*

**Immediate Past Chairman**

*Michael Gaffney*

**Vice Chairman, Internal Operations, Treasurer**

*Patricia Gillum*

**Vice Chairman, External Operations**

*John Villines*

**Board of Directors**

*Garrett Ardis*

*Brad Blakeley*

*Aphriekah DuHaney-West*

*David Halvorson Jr.*

*Debra Hendricks*

*Amy Jeffries*

*Rachell Leviege*

*Eric Mangal*

*Brian McDermott*

*Kymber Miller*

*Peggy O'Donnell*

*Edgar Perez*

*Jason Pineda*

*Stephen Qualls*

*Bill Robinson*

*Kari Santos*

*Christine Schweininger*

*Dejeune Shelton*

*Madhu Singh*

*John Villines*

**Auxiliary Board**

*Kelly Tallant-Martin*

**President & CEO**

*Trish Christensen*

To: Board of State and Community Corrections  
Re: The Organized Retail Theft Vertical Prosecution Grant Program  
Date: 07/03/2023

This letter is being submitted to document that The Modesto Chamber of Commerce agrees to support the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

Our members agree to assist and support investigations and prosecutions related to organized retail theft that takes place in our represented businesses. Further, we agree to share data related to ORT crimes with a designated crime analyst to assist in the identification and prosecution of ORT suspects.

Additionally, we agree to participate in strategic ORT meetings to help law enforcement agencies gain better understanding of how ORT crimes are affecting our represented businesses and help develop effective strategies to prevent these crimes.

The Stanislaus District Attorney's Office has pledged to use ORT grant monies to effectively combat organized retail theft in our community. Further, they have committed to protecting critical businesses in disadvantaged areas. I am confident the District Attorney will effectively use ORT grant monies to reduce ORT crimes and protect businesses in our community.

Signed by,



Trish Christensen,  
President & Chief Executive Officer  
Modesto Chamber of Commerce



# BAVARO GINGERICH

EMPLOYEE BENEFITS AND INSURANCE SERVICES

**NICHOLAS BAVARO**

[Nick@BGEmployeebenefits.com](mailto:Nick@BGEmployeebenefits.com)

CA LIC 0127722

**DAVID GINGERICH**

[David@BGEmployeebenefits.com](mailto:David@BGEmployeebenefits.com)

CA LIC 0F58373

To: Board of State and Community Corrections

Re: The Organized Retail Theft Vertical Prosecution Grant Program

To: Board of State and Community Corrections

Re: The Organized Retail Theft Vertical Prosecution Grant Program

Date: July 7, 2023

This letter is being submitted to document that [business/organizations name] agrees to support the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

We agree to assist and support investigations and prosecutions related to organized retail theft that takes place in our stores. Further, we agree to share data related to ORT crimes with a designated crime analyst to assist in the identification and prosecution of ORT suspects.

Additionally, we agree to participate in strategic ORT meetings to help law enforcement agencies gain better understanding of how ORT crimes are affecting community business and help develop effective strategies to prevent these crimes.

The Stanislaus District Attorney's Office has pledged to use ORT grant monies to effectively combat organized retail theft in our community. Further, they have committed to protecting critical businesses in disadvantaged areas. I am confident the District Attorney will effectively use ORT grant monies to reduce ORT crimes and protect businesses in our community.

Sincerely,  
  
Nicholas S. Bavaro

President

PHONE || 209.579.5523 • FAX || 209.579.5499

817 Coffee Road Suite C-1 || Modesto, CA 95355 || LIC 0127722



Rick Collins  
Chief of Police  
[chiefofpolice@ci.ceres.ca.us](mailto:chiefofpolice@ci.ceres.ca.us)  
209-538-5726

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

This letter is being submitted to document that the Ceres Police Department agrees to partner on the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

As a part of this grant, the Ceres Police Department agrees to partner with the Stanislaus County District Attorney's Office to investigate and assist in the prosecution of ORT cases. Additionally, the Ceres Police Department agrees to participate in county-wide ORT taskforce meetings to promote cooperation amongst all regional law enforcement partners and assist in the development and implementation of effective ORT enforcement strategies. Further, the Ceres Police Department will partner with the Stanislaus County District Attorney's Office to conduct community and business engagement in the County to better understand their needs and address concerns related to ORT crimes.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rick Collins".

Rick Collins, Chief of Police  
Ceres Police Department



**Jeremiah Williams**  
*City Councilmember, District 5*

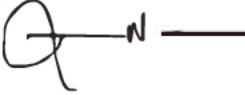
To: Board of State and Community Corrections  
Re: The Organized Retail Theft Vertical Prosecution  
Grant Program  
Date:

This letter is being submitted to document that I, Councilman Jeremiah Williams, agrees to support the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Stanislaus County District Attorney's Office.

I agree to collaborate with the District Attorney's office to develop and implement strategies to mitigate organized retail theft amongst businesses within district. Further, I will work with the District Attorney's Office to ensure that critical businesses in underserved and disadvantaged areas of our community are not closed or relocated as a result of organized retail theft.

I will participate in organized retail theft community outreach sponsored by the Stanislaus County District Attorney's Office. The purpose of this community outreach will be to engage members of the community to better understand their needs related to organized retail theft and facilitate solutions with their input.

The Stanislaus District Attorney's Office has pledged to use ORT grant monies to effectively combat organized retail theft in our community. Further, they have committed to protecting critical businesses in disadvantaged areas. I am confident the District Attorney will effectively use ORT grant monies to reduce ORT crimes and protect businesses in our community.

Signed by,  —

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

Any non-governmental organization that receives Organized Retail Theft Vertical Prosecution 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 Vertical Prosecution 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 party 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.

---

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

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

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

**Grantee:**

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

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

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

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

# 23-27 ORTVP Stanislaus County

Final Audit Report

2023-10-26

Created:	2023-10-26
By:	Lori Denego (lori.denego@standa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdQgmbAmScrAPib2XsI4CFFrAYDySRBCc

## "23-27 ORTVP Stanislaus County" History

-  Document created by Lori Denego (lori.denego@standa.org)  
2023-10-26 - 8:33:00 PM GMT- IP address: 63.197.119.253
-  Document emailed to Rob Taro (taror@stancounty.com) for signature  
2023-10-26 - 8:33:57 PM GMT
-  Email viewed by Rob Taro (taror@stancounty.com)  
2023-10-26 - 8:36:52 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Rob Taro (taror@stancounty.com)  
Signature Date: 2023-10-26 - 8:57:30 PM GMT - Time Source: server- IP address: 104.129.192.49
-  Agreement completed.  
2023-10-26 - 8:57:30 PM GMT



Adobe Acrobat Sign



## Budget Adjustment Template

Explanation: Increase estimated revenue and appropriations for a DDA, Criminal Investigator, and Crime Analyst position, training for the Organized Retail Theft Unit, misc exp, indirect costs and contracts funded by Board of State Community Corrections Organized Retail Theft Vertical Prosecution grant.

Requesting Department	CEO	Auditor-Controller's Office
Lori Denego	Joshua A. Woolworth	Jian Ou-Yang
Prepared by	Approved By	Approved By
10/19/2023	10/23/2023	10/23/2023
Date	Date	Date