

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1149- 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

Costa Mesa Police Department

2. The term of this Agreement is:

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027

3. The maximum amount of this Agreement is:

\$3,518,133.00

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

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

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

Costa Mesa Police Department

CONTRACTOR BUSINESS ADDRESS

99 Fair Drive

CITY

Costa Mesa

STATE

CA

ZIP

92626

PRINTED NAME OF PERSON SIGNING

Ronald Lawrence

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Organized Retail Theft Grant Program

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

2. PROJECT SUMMARY AND ADMINISTRATION

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

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: Ronald Lawrence
Title: Chief of Police
Address: 99 Fair Drive, Costa Mesa CA 92626
Phone: 714-754-5117
Email: rlawrence@costamesaca.gov

Designated Financial Officer authorized to receive warrants:

Name: Carol Molina
Title: Finance Director
Address: 77 Fair Drive, Costa Mesa CA 92626
Phone: 714-754-5036
Email: carol.molina@costamesaca.gov

Project Director authorized to administer the project:

Name: Bryan Wadkins
Title: Police Captain
Address: 99 Fair Drive, Costa Mesa CA 92626
Phone: 714-754-5672
Email: bwadkins@costamesaca.gov

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

EXHIBIT A: SCOPE OF WORK

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

4. DATA COLLECTION

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

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods

1. October 1, 2023 to December 31, 2023	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

B. Evaluation Documents

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

C. Other

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

6. PROJECT RECORDS

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

EXHIBIT A: SCOPE OF WORK

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

7. CONFLICT OF INTEREST

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

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

Quarterly Invoicing Periods:

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

Due no later than:

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

Final Invoicing Periods*:

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

Due no later than:

- May 15, 2027
August 15, 2027

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

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

4. PROJECT COSTS

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

- 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	\$2,523,958
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	\$75,000
6. Equipment/Fixed Assets	\$804,175
7. Financial Audit (Up to \$25,000)	\$0
8. Other (Travel, Training, etc.)	\$115,000
9. Indirect Costs	\$0
TOTALS	\$3,518,133

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

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

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

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

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

- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

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

C. Permits and Licenses

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

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

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

8. TERMINATION

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

10. UNION ACTIVITIES

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

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

11. WAIVER

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

Title	Costa Mesa Police Department	07/07/2023
	by Costa Mesa PD in Organized Retail Theft Prevention Grant Program	id. 41333505
	pdcostamesa@gmail.com	

Original Submission 07/07/2023

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

SECTION I - BACKGROUND INFORMATION This section requests information about the applicant's name, location, mailing address, and tax identification number.

Name of Applicant (i.e., Police Department, Sheriff's Department, or Probation Department) **Costa Mesa Police Department**

Multi-Agency Partnerships Information (if applicable) **Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.**

Multi-Agency Partnerships **No: This is not a Multi-Agency Partnership Application**

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

Lead Public Agency **Costa Mesa Police Department**

Applicant's Physical Address **99 Fair Dr.
Costa Mesa
CA
92626
US**

Applicant's Mailing Address (if different than the physical address) **99 Fair Dr.
Costa Mesa
CA
92626
US**

Mailing Address for Payment **PO Box 1200
Costa Mesa
CA
92628-1200
US**

Tax Identification Number **95-6005030**

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 **Bryan
Wadkins**

Project Director's Title with Agency/Department/Organization **Police Captain**

Project Director's Physical Address **99 Fair Dr.
Costa Mesa
CA
92626
US**

Project Director's
Email Address **bwadkins@costamesaca.gov**

Project Director's
Phone Number **+17147545672**

Financial Officer **Carol
Molina**

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

Financial Officer's
Physical Address **77 Fair Dr.
Costa Mesa
CA
92626
US**

Financial Officer's
Email Address **carol.molina@costamesaca.gov**

Financial Officer's
Phone Number **+17147545036**

Day-To-Day Program
Contact **Jason
Chamness**

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

Day-To-Day Program
Contact's Physical
Address **99 Fair Dr.
Costa Mesa
CA
92626
US**

Day-To-Day Program
Contact's Email
Address **jchamness@costamesaca.gov**

Day-To-Day Program
Contact's Phone
Number **+17147545272**

Day-To-Day Fiscal
Contact **Jan
Wang**

Day-To-Day Fiscal
Contact's Title **Sr. Management Analyst**

Day-To-Day Fiscal Contact's Physical Address	99 Fair Dr. Costa Mesa CA 92626 US
Day-To-Day Fiscal Contact's Email Address	jwang@costamesaca.gov
Day-To-Day Fiscal Contact's Phone Number	+17147545074
Name of Authorized Officer	Ronald Lawrence
Authorized Officer's Title	Chief of Police
Authorized Officer's Physical Address	99 Fair Dr. Costa Mesa CA 92626 US
Authorized Officer's Email Address	rlawrence@costamesaca.gov
Authorized Officer's Phone Number	+17147545117
Authorized Officer Assurances	checked
SECTION III - PROGRAM INFORMATION	This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.
Project Title	Costa Mesa Police Department Organized Retail Theft, Vehicle Theft and Vehicle Accessory Theft Program
Proposal Summary	In an effort to reduce organized retail theft, vehicle theft and vehicle accessory theft, the Costa Mesa Police Department is seeking grants funds from BSCC to implement theft reduction strategies. The proposed program will focus on prevention, apprehension, collaboration, and enhanced law enforcement efforts. These strategies will include increasing directed enforcement, educating the public and retail partners, and acquiring technologies and additional trainings to increase investigative capabilities.

**PROGRAM
PURPOSE AREAS**

Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.

**Program Purpose
Areas (PPAs):**

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

**Funding Category
Information**

Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$6,125,000 in the Medium Scope category OR up to \$15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to \$24,500,000 o \$6,125,000 (Medium Scope Max) x 4 (# of Agencies) = \$24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to \$31,300,000 o \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.

Funding Category

Medium Scope (Up to \$6,125,000)

**SECTION IV -
PROPOSAL
NARRATIVE AND
BUDGET**

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

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

Project Need

1.1 Describe the need(s) to be addressed, the process used to determine the need(s), and how the need is related to the intent of the grant program.

South Coast Plaza

Costa Mesa is home to South Coast Plaza (SCP), the largest retail mall in California and forth largest in the United States. Over the past six months, SCP had approximately 10 cases with links to Organized Retail Theft (ORT) with a total loss of approximately \$85,000. More than a decade ago, the SCP had one of the largest ORT cases in Orange County's history involving the Romanian Mafia and millions of dollars in fraud and theft. Overall theft crimes from SCP indicate a significant increase over the past five years. From 2018 to 2022, theft crimes rose by 41% (500 to 705). The most glaring increase was for grand theft which rose 158% (97 to 251). Additionally, between 2020 and 2022, South Coast Plaza saw a 111% increase in police calls for service for a variety of issues.

Vehicle Thefts

Vehicle theft data indicates a 26% increase in thefts in Costa Mesa over the past 5 years. These trends highlight the need for heightened enforcement strategies and proactive measures, such as technology to combat auto theft in Costa Mesa. 2021 saw the highest amount of vehicle thefts with 454.

Catalytic Converter Thefts

Catalytic converter theft has become a significant concern in Costa Mesa, reflecting a broader trend seen across the country. Data specific to the city reveals a surge in catalytic converter theft incidents in recent years. Between 2018 and 2021, Costa Mesa saw an increase of 800%, from 37 (2018) to 345 (2021). Costa Mesa has actively sought to deter these thefts through bait programs, directed patrols, and community engagement campaigns.

These crimes pose serious threats to the local economy, public safety, and overall community well-being. Grant funds are urgently needed for the listed strategies so law enforcement can disrupt criminal networks more effectively and prevent further criminal activities: Supplement Staffing; Enforcement Efforts; Collaboration and Information Sharing; Technology; and Training.

The analysis of crime data provided crucial insights into the scope, severity, and specific areas affected by these crimes. We consulted with personnel and subject matter experts in all levels of the organization that respond to and investigate these crimes to determine current training needs and resource requirements.

The identified needs focus on developing and implementing prevention strategies, strengthening enforcement strategies, providing specialized training programs, investing in advanced technologies programs, education initiatives and raising public awareness.

1.2 Conditions and Elements that Contribute to the Project Needs are:

- **SOUTH COAST PLAZA:** SCP is the largest shopping mall in California with several factors contributing to retail theft:
 - o **High-Value Retailers:** SCP houses a variety of high-end and luxury retailers.
 - o **Large Foot Traffic:** SCP has an estimated 20 million visitors per year, creating an environment where theft incidents can occur more frequently.
 - o **Geographical Location:** SCP is situated near major transportation routes and adjacent to densely populated areas.
 - o **Historical Organized Retail Theft:** SCP has experienced crimes committed by ORT Groups. Some of the individuals of these groups have been involved with transnational criminal organizations, organized criminal street gangs, gypsy groups and groups of teenage and young adults organizing via social media networks.

• **DEPARTMENTAL LIMITATIONS:** The existing personnel, technology, resources and strategies to combat organized retail theft, vehicle theft and vehicle accessory theft have proven insufficient in keeping pace with the evolving tactics employed by organized criminal networks. City budget limitations and constraints has made it more difficult for Costa Mesa to properly fund and staff law enforcement efforts to combat ORT.

• **COSTA MESA'S GEOGRAPHIC LOCATION AND ACCESSIBILITY:** Our community's geographic location is situated within three major freeways (55, 405 and 73). This accessibility creates challenges in deterring and responding to these theft crimes. Criminal networks can easily access our area, commit thefts, and escape quickly out of our jurisdiction.

• **PUBLIC AND PRIVATE EDUCATION:** As crime trends continue to evolve, the public lacks knowledge on how to protect themselves from being victimized. Retail personnel lack training on these evolving crime trends and coordination with law enforcement.

• **AUTO THEFT AND AUTO ACCESSORY THEFT CRIME TRENDS:** Despite current efforts, auto theft and auto accessory theft continues to victimize our community at a high rate. We recently employed a License Plate Reader (LPR) program and have seen some successes. More funding in this area would enhance our ability to suppress crime in Costa Mesa.

1.3 Relevant Qualitative and/or Quantitative Data:

ORGANIZED RETAIL THEFT: Over the decades, SCP has experienced the most organized retail theft in the City. In 2007, Costa Mesa detectives uncovered a large-scale Romanian Mafia crime ring committing fraud and theft utilizing a variety of phishing techniques, resulting in the loss of millions of dollars. The investigation involved numerous State and Federal law enforcement organizations and led to a 65-count indictment of 33 defendants. The investigation involved multiple countries and continued for another six years (2014) (USDOJ, 2008).

A recent audit of crimes at SCP reveal that from January 1 to June 30 2023, SCP had approximately 10 cases with links to ORT. The 10 separate cases had a total loss of approximately \$85,000 and approximately 20 suspects. From 2018 to 2022 compiled theft crimes rose by 41% from 500 to 705. The most glaring increase was in for grand theft which rose 158% (97 to 251).

VEHICLE THEFT: From 2018 to 2022, reported vehicle thefts rose by approximately 26%, from 303 in 2018 and 410 in 2022. Over the past five years, 2021 had the highest rate of reported vehicle thefts with 454. In February of 2022, Costa Mesa invested in an LPR program. LPR have led to the arrest of 33 felons and the recovery of 28 stolen cars since its inception in February. The estimated value of the

recovered stolen vehicles is well in excess of \$500,000.

CATALYTIC CONVERTERS: Between 2018 and 2021, Costa Mesa saw an increase of 800%, from 37 (2018) to 345 (2021). The 2022 theft data shows a minor decrease to 197 catalytic converter thefts.

References

USDOJ. (2008). "33 Individuals in U.S. and Romania Indicted..." Central District, CA : United States Department of Justice, Release No. 08-066, Attorney Mark R. Aveis.

Project Description

2.1 Proposed project that will address the needs identified:

LICENSE PLATE READER PROGRAM: As part of this grant, the Costa Mesa Police Department (CMPD) plans to acquire license plate readers (LPR) to expand the department's existing LPR program. The acquisition of additional LPR cameras will be strategically located along major interior city arteries and near retail centers to assist in the apprehension, prevention and investigation of stolen vehicles, vehicle accessory theft and organized retail theft.

GPS BAIT TAG OPERATIONS: GPS bait tags are attached to high-value items and enable remote tracking and monitoring. By strategically placing bait tags in targeted areas, law enforcement can gather intelligence on theft patterns, identify criminal networks, and pinpoint high-crime locations. CMPD will use the grant to purchase bait tag technology, high value bait that is commonly stolen and fund special enforcement operations targeting organized retail theft, vehicle theft and vehicle accessory theft.

ORT operations would utilize crime analysis information to determine the most effective days, times and locations, most probable for a theft linked to organized retail theft in order to deploy bait operations. These operations would occur twice per month. Each operation would be approximately six-hours in duration.

Vehicle theft and vehicle accessory theft bait operations would also be planned based on current crime analysis to ensure the most effective deployment location, day and time. In addition, high value bait items that would qualify for grand theft, would also be used in vehicles and parked in retail parking lots or other locations. These operations would occur twice per month and would require three undercover officers, one uniformed officer and one supervisor. This strategy would be deployed once per month, and requires eight hours for each officer and supervisor involved in the operation.

SOUTH COAST PLAZA DIRECTED ENFORCEMENT OPERATIONS: SCP has over 20 million visitors a year and has gross revenue of approximately 2 billion dollars. The CMPD has established a SCP Substation on site and also designated specific personnel to the SCP Detail. Grant funding will be utilized to supplement staffing on an overtime basis:

- Ensure SCP Detail is staffed with a minimum of two officers working

seven days a week. Based on current staffing, there are two days a week that only have one officer providing police services for the SCP. This would require up to 80 hours of overtime per month.

- Conduct high visibility patrol of parking lots as a deterrent, to respond ORT and vehicle related crimes occurring on the exterior and provide immediate response to LPR notifications in the area of the property to prevent crime. This would require up to 80 hours of overtime per month for officers.
- Provide supplemental staffing during peak holidays or anytime an additional increase in patrons to the SCP is anticipated. This would require up to 800 hours of officer overtime per year.

RETAILER TRAINING PROGRAM: CMPD will educate employees on the current trends of ORT groups, ways to deter theft through customer service, observation skills in the event of theft and how to properly report thefts to assist with suspect identification and apprehension. The training sessions would require overtime for two officers totaling sixteen (16) hours per quarter; sixty-four (64) hours per year.

SUPPLEMENTAL TRAINING FOR CMPD PERSONNEL: Utilizing grant funds to supplement our ability to send personnel to more specialized training will assist us in our overall goal of reducing and apprehending ORT, vehicle theft and vehicle accessory theft criminals. The classes we would utilize with grant funding would include, but not be limited to: ICI Fundamentals of Cyber Crime, Vehicle Theft, ICI Real Estate Fraud Investigations, ICI Financial Crimes Course, ICI Identity Theft Investigations, ICI Burglary, Theft and Receiving Stolen Property, Rico and Money Laundering Investigations, Patrol Search Warrant, Advanced Search Warrants, Social Media Investigations, and Technology in Investigations. The total cost of the training classes, travel expenses and overtime to back fill attendance would not exceed \$700,000 over the three-year grant period.

INVESTIGATIVE AND DATA ANALYTIC SOFTWARE: Currently, CMPD compiles data in numerous siloed programs that are unable to connect, including Computer Assisted Dispatch (CAD), Records Management Systems (RMS), Body Worn Cameras (BWC), LPR and many other programs. All these programs are from different vendors and unable to share data to be analyzed and viewed efficiently in criminal investigations.

The ability to easily share information and collaborate in real-time with neighboring law enforcement agencies is crucial as individuals and groups engaged in ORT often operate regionally. Modern technologies are needed for crime analysts to proactively identify trends and patterns in ORT activity to better inform early intervention and prevention strategies.

The grant funding will be used to procure and field a modern data integration, analysis, and collaboration platform - a unified software

platform from which the department can run its coordinated strategic response to ORT. This software will also provide the tools to measure the impact of this grant. The data sources and measurement criteria put forth in this application can be monitored and allow CMPD to measure in real-time the impact of actions taken by the department. With a unified platform, CMPD will have a flexible foundation that can be used to understand and combat other significant criminal activity beyond ORT, vehicle thefts and thefts of vehicle parts.

FACIAL RECOGNITION SOFTWARE: Facial Recognition software will assist CMPD's efforts to identify known/unknown subjects committing ORT, auto theft and auto accessory theft. This software will be an important tool in furthering CMPD's investigative efforts and sharing that data with our retail and law enforcement partners.

CELLULAR PHONE DIGITAL FORENSICS SYSTEM: Cellular Phone Digital Forensic Systems assist law enforcement with accessing information on a suspect's cellular phone(s) and analyzing the large amounts of data that can be retained in these devices. ORT criminals utilize their phones to plan and coordinate criminal activity. This tool will assist us in identifying coconspirators and obtaining strong evidence for criminal prosecution.

2.2 Proposed Project's Goals, Objectives and Impact:

- Decrease the number of reported organized retail theft incidents at South Coast Plaza. The goal is to achieve a 7% reduction in reported retail theft incidents within the grant period by implementing directed enforcement strategies based on best practices.
- Increase awareness and education of organized retail theft among retail employees, and auto theft and auto accessory theft among the general public. The goal is to conduct up to ten (10) quarterly training sessions with local retailers, distribute educational materials to 1,000 individuals within the grant period and conduct a targeted public education campaign using social media with monthly posts (36).
- Utilize technology and expand officer training to improve investigative capabilities and apprehension rates related to organized retail theft, auto theft and auto accessory theft cases. The goal is to increase arrest rates for the targeted crimes by 5%.

2.3 Rationale for the Proposed Activities:

Based on historical department experience and data:

- An increased uniformed police presence and the use of high visibility patrols has a direct impact on deterring crime in a given geographical location. Increasing staffing levels for SCP Detail allows for quicker response to ORT and other crimes occurring at SCP which gives CMPD a better opportunity to identify and arrest perpetrators.
- Utilizing training and best practices, personnel will be better educated and informed to complete comprehensive investigations

with better outcomes and convictions.

- Our retail partners lack organized and regular training on ORT trends and methods. Also, due to high employee turnover, they often do not know how to appropriately respond to crimes in progress to better assist law enforcement to make apprehensions and obtain evidence for investigations. By providing regular training, our retail partners become a force multiplier in our goal of preventing ORT and apprehending those involved.
- CMPD has significantly fallen behind in utilizing new technology due to years of budgetary challenges. Grant funds will allow us to seek out technology that has been used regularly with other law enforcement agencies with great success. We will also be expanding on LPR technology that our department has already utilized to make numerous arrests and recoveries of stolen property. By expanding these programs, we anticipate that we will see additional success.

2.4 Surveillance Technology Policies:

CMPD does not currently have a surveillance technology policy, however we do have the following:

AUTOMATED LICENSE PLATE READER POLICY: The policy of the Costa Mesa Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public. All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review. If additional policies are required by the grant, CMPD will institute the appropriate policy to ensure compliance with the law and this grant.

2.5 Costa Mesa Limit Racial Bias Policy:

The Costa Mesa Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

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

Project
Organizational
Capacity and
Coordination

The Costa Mesa Police Department has the requisite organizational capacity, experience, and commitment to effectively administer the proposed project for the Organized Retail Theft Grant. We are confident in our ability to execute the project within the specified timeline, and we have devised sustainable strategies to ensure the

project's continuation after the grant funds expire.

3.1 Ability to Administer the Proposed Project:

The Costa Mesa Police Department has a proven track record of successful project administration and management. Our department has successfully administered numerous state and federal grants, including Justice Assistance Grant Program (JAG), Office of Traffic Safety (OTS) and Emergency Management Performance Grant (EMPG), etc.

To ensure effective administration, we will establish a Project Coordinator with the organizational authority to provide the Organized Retail Theft Grant appropriate oversight. The Project Coordinator will oversee an ORT Grant Committee, that will be compiled with law enforcement managers, supervisors and specialists. This committee will oversee all aspects of the project, including budgeting, procurement, implementation, monitoring, and evaluation. IT Administrators will manage equipment contracts, hardware, licenses, software and connectivity. Crime Analysts will analyze and track associated data and crime trends. Detectives and SCP supervision will track and monitor resource allocation. Community Policing Unit will manage LPR and the Bait Programs. The Public Affairs team will engage with retailers and the community. The above-mentioned positions already exist and are not grant dependent.

3.2 Coordination with other Agencies:

Our proposal does not require organized coordination with outside agencies.

3.3 Timeline for Execution and Management Structure:

The proposed project will be executed over a period from October 1, 2023 to June 1, 2027. Our timeline for project implementation is as follows:

- October 1, 2023 to April 1, 2024: Project preparation, procurement, training, and program design.
- January 1, 2024 to December 31, 2026: Implement all activities related to grant goals.
- January 1, 2027 to June 1, 2027: Analyze final data and submit final report.

3.4 Management Structure and Decision-Making Process:

To ensure efficient management and coordination, we will adopt a hierarchical management structure with clear lines of authority and responsibility. The project will be overseen by a Project Director (Captain) who will provide overall guidance and strategic direction. The Project Coordinator will oversee the ORT Grant Committee, that will be compiled with the previously mentioned law enforcement managers, supervisors and specialists who will handle specific

components of the project. The committee will meet regularly to review progress, provide guidance, and make key decisions regarding project implementation.

3.5 Plans to Sustain the Proposed Project After Grant Funding Expires:

We recognize the importance of ensuring the long-term sustainability of the proposed project beyond the grant period. We will proactively seek alternative funding sources to sustain the projects initiated by the grant. This will include expanding personnel dedicated to the SCP Detail. Our current staffing levels are below budgeted levels and during the duration of this grant, we hope to hire to full staffing levels, allowing us to fill needed positions including SCP Detail.

To sustain the on-going cost of the proposed projects, we plan to utilize numerous options including; Asset Forfeiture funding, other grants, reallocate current budget funding from antiquated programs that are no long necessary/needed and solicit additional funding from city leaders based on the grants impacts on crime reduction.

Project Evaluation and Monitoring

4.1 Qualified External Entity for Project Evaluation:

The ORT Grant Committee will select a qualified internal and/or external partner, possibly California State University Fullerton Social Science Research Center, to evaluate our program and goals. The ORT Grant committee will meet monthly to review the various phases of the project, (e.g., start-up, implementation, service delivery period), to ensure proper oversight and project administration.

4.2 Quantifiable Process Measures and Outcome Measures:

To ensure a comprehensive evaluation, we will establish quantifiable process measures and outcome measures aligned with our program objectives. Examples of these measures include:

- Provide surveys to retail partners attending ORT training to rate and assess the benefits of the training.
- Compile spreadsheet data on where, when and the number of educational materials distributed to the public
- Compile spreadsheet tracking targeted public education social media posts
- Increase arrest rates by 5% for retail theft, auto theft and auto accessory theft
- Achieve a 7% reduction in reported retail theft incidents within the grant period by implementing directed enforcement strategies based on best practices

4.3 Preliminary Plan for Monitoring Project Implementation:

The Project Director will oversee an ORT Grant Committee, that will be compiled with law enforcement managers, supervisors and specialists who will handle specific components of the project. The committee will meet regularly to ensure that the project is being

implemented as intended. The ORT Grant Committee will maintain and manage a timely status report which will be available upon request.

4.4 Preliminary Plan for Data Collection and Evaluation:

The Crime Analysts, within the ORT Grant Committee, will determine the baseline data for metrics associated to the process and outcome measures. The Crime Analysts will ensure that data is collected and reviewed on a timely basis for the Committee to consider adjustments to strategies and program implementation as needed to meet overall goals. At the conclusion of the grant, an unaffiliated unbiased public/private entity will be utilized to evaluate data and outcomes related to our goals.

4.5 Research Design or Methodology for Assessing Project Outcomes:

The long-term viability of all requested technology is sufficient enough to ensure its use will far exceed the grant period. Technology such as LPR and bait tags have been used for years by law enforcement agencies and hardware/software is continually upgraded by reliable vendors. Each goal listed on the project work plan will be monitored and evaluated throughout the grant period by the ORT Grant Committee. Currently, the CMPD's LPR and BAIT programs are evaluated and reported on weekly. As with other grants administered by our agency, real-time performance measures such as crime stats, associated arrests, and resource allocation will be developed to track and compile usable data into a weekly report available to appropriate persons or committees upon request. Data collection will be conducted by CMPD's Crime Analyst and shared with the ORT Grant Committee and internal/external stakeholders with the right to know. The ORT Grant Committee will analyze qualitative and quantitative data to ensure resource allocation is achieving the desired results. A reduction in thefts related to organized crime rings would be an example of quantitative data that would be tracked by the committee. The same holds true for vehicle thefts and vehicle accessory thefts.

Budget Instructions

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

Budget Attachment

[ORT-Grant-Program-Budget-Attachment_Costa_Mesa_Police_Department.xlsx](#)

SECTION V -
ATTACHMENTS

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

Project Work Plan (Appendix B)

[Project-Work-Plan-ORT_Costa_Mesa_Police_Department.docx](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[Non-Governmental_Organization_Assurance_Costa_Mesa_Police_Department.pdf](#)

Local Impact Letter(s) (Appendix E)

[Local_Impact_Letter_Costa_Mesa_Police_Department.pdf](#)

Letter(s) of
Commitment,
(Appendix F)

n/a

Policies Limiting Racial Bias

[Bias-Based_Policing.pdf](#)

Policies on Surveillance Technology

[Automated_License_Plate_Readers__ALPRs_.pdf](#)

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

[Appendix_G_Certification_of_Compliance_Costa_Mesa_Police_Department.pdf](#)

OPTIONAL:
Governing Board
Resolution (Appendix
H)

n/a

OPTIONAL:
Bibliography

n/a

CONFIDENTIALITY
NOTICE:

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

Appendix B: Project Work Plan

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

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

(1) Goal:	Reduce the number of reported cases of organized retail theft incidents at South Coast Plaza.		
Objectives (A., B., etc.)	Implement comprehensive measures to significantly reduce the frequency of documented incidents related to organized retail theft at South Coast Plaza.		
Process Measures and Outcome Measures:	Achieve a 7% reduction in reported retail theft incidents within the grant period by implementing directed enforcement strategies based on best practices.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
<ul style="list-style-type: none"> • Staff South Coast Plaza Detail with a minimum of two officers working seven days a week. Based on current staffing, there are two days a week that only have one officer providing police services for the South Coast Plaza. This would require up to 80 hours of overtime per month for officers. • Conduct high visibility patrol of parking lots as a deterrent, respond to vehicle related crimes occurring on the exterior of the plaza and provide immediate response to FLOCK LPR notifications within the Plaza’s property to prevent crime. 	Sergeant Joshua Kuo	11/1/2023	12/31/2026

<ul style="list-style-type: none"> • Provide supplemental staffing during peak holidays or anytime an additional increase in patrons to the South Coast Plaza is anticipated. This would require up to 800 hours of officer overtime per year. 			
List data and sources to be used to measure outcomes: RMS crime data			

(2) Goal:	Increase awareness and education of organized retail theft among retail employees, and auto theft and auto accessory theft among the general public		
Objectives (A., B., etc.)	Implementing comprehensive programs and initiatives aimed at educating retail employees on effective prevention strategies against organized retail theft, as well as providing the general public with valuable information and resources to protect themselves against auto theft and auto accessory theft.		
Process Measures and Outcome Measures:	Conduct up to ten (10) quarterly training sessions with local retailers. Distribute educational materials to 1,000 individuals within the grant period. Conduct a targeted public education campaign using social media with monthly posts (36).		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
<ul style="list-style-type: none"> • Conduct quarterly training sessions for our retail partners to educate employees on the current trends of organized retail theft groups, ways to deter theft through customer service, observation skills in the event of theft, and how to properly report thefts to assist with suspect identification and apprehension. The grant will allocate 64 hours of overtime per year toward this goal. • Design and print related public education materials to increase awareness and vigilance of auto theft and auto accessory theft. Distribute educational materials in public events and by other 	Sergeant Joshua Kuo	1/1/2024	12/31/2026

<p>means. Grant costs associated for design, printing and personnel costs for distribution.</p> <ul style="list-style-type: none"> • Conduct a targeted social media campaign to educate the public about ORT, vehicle theft and vehicle accessory theft. Grant would fund overtime personnel costs to create campaign and monthly posts five hours a month for an officer. 			
<p>List data and sources to be used to measure outcomes:</p> <ul style="list-style-type: none"> • Spreadsheet created to track distribution of educational materials and social media posts. • Conduct post training surveys of retail employees to determine benefits. 			

(3) Goal:	Combine advanced technologies with well-trained personnel to improve the efficiency and effectiveness of investigations and ultimately leading to higher apprehension rates and a safer community.		
Objectives (A., B., etc.)	Utilize technology and expand officer training to improve investigative capabilities and apprehension rates related to organized retail theft, auto theft and auto accessory theft cases.		
Process Measures and Outcome Measures:	Increase arrest rates by 5% for retail theft, auto theft and auto accessory theft.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
<ul style="list-style-type: none"> • Expand existing license plate reader program from 31 cameras to 46 and strategically deploy them along major interior city arteries and near retail centers to assist in apprehension, prevention and investigation of both stolen vehicles and organized retail theft. • BAIT program – Expand existing BAIT program, by obtaining additional GPS tracking tags and high-end bait items. Conduct 	Lt. David Casarez	1/1/2024	12/31/2026

<p>directed enforcement operations BAIT operations targeting ORT, vehicle theft and vehicle accessory theft.</p> <ul style="list-style-type: none"> • Data analytic software - procure a modern data integration, analysis, and collaboration platform that will enable all roles within CMPD to better utilize data to tackle ORT activity. • Supplemental training program – Send officers to trainings such as vehicle theft, financial crimes courses, identity theft investigations, burglary theft courses, and basic search warrant courses to allow officers and investigators to expand their knowledge of current crime trends and their effectiveness. • Facial recognition software – procure a facial recognition software to assist law enforcement in identifying and arresting suspects connected to organized theft rings and share suspect information with retail partners in an effort to prevent crime. • Cellular phone digital forensics system – procure a cellular phone digital system to assist with analyzing the large amounts of data that can be retained in cellular devices to identify and prosecute ORT groups. 			
<p>List data and sources to be used to measure outcomes:</p> <ul style="list-style-type: none"> • RMS crime/arrest data • Conduct training surveys to measure effectiveness 			

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

Name of Applicant: **Costa Mesa Police Department**
(i.e., County Sheriff's Office, County Probation Department, or City Police Department)

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

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

Budget Line Item	Total
1. Salaries & Benefits	\$2,523,958.00
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	\$75,000.00
6. Equipment/Fixed Assets	\$804,175.00
7. Financial Audit (Up to \$25,000)	\$0.00
8. Other (Travel, Training, etc.)	\$115,000.00
9. Indirect Costs	\$0.00
TOTAL	\$3,518,133.00

1a. Salaries & Benefits

Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
Police Officer Overtime (South Coast Plaza)	Estimated at 6032 hours/year (18,096 hours for three years) at \$92.81/hour	\$1,679,518.00
Police Officer Overtime (Bait Operation)	Estimated at 864 hours/year (2,592 hours for three years) at \$92.81/hour	\$240,563.00
Police Sergeant Overtime (Bait Operation)	Estimated at 144 hours/year (432 hours for three years) at \$113.14/hour	\$48,877.00
Police Officer Overtime (Training Backfill)	Estimated at 5970 hours (for three years) at \$92.81/hour	\$555,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$2,523,958.00

1b. Salaries & Benefits Narrative:

Police Officers and Sergeants will work overtime to ensure the following: South Coast Plaza Detail is staffed with a minimum of two officers working seven days a week; conduct high visibility patrol of parking lots as a deterrent; respond to vehicle related crimes occurring on the exterior of the plaza; provide immediate response to LPR notifications within the Plaza's property to prevent crime; provide supplemental staffing during peak holidays or anytime an additional increase in patrons to the South Coast Plaza is anticipated; increase investigative staffing to pursue ORTs suspects and syndicates that frequently victimize the South Coast Plaza; various ORT operations for the bait program; and backfill attendees for specialized trainings.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

2b. Services and Supplies Narrative:

Enter narrative here. You may expand cell height if needed.

3a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

3b. Professional Services Narrative
Enter narrative here. You may expand cell height if needed.

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

4b. Non-Governmental Organization (NGO) Subcontracts Narrative
Enter narrative here. You may expand cell height if needed.

5a. Data Collection and Evaluation		
Description of Data Collection and Evaluation	Calculation for Expense	Total
Data Collection and Evaluation by Outside Vendor	Minimum amount required by grant	\$75,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$75,000.00

5b. Data Collection and Evaluation Narrative
The Costa Mesa Police Department plans to leverage the expertise of an outside vendor for the local evaluation plan and report. This will ensure an objective and comprehensive assessment of the data collected, providing valuable insights and recommendations.

6a. Equipment/Fixed Assets		
Description of Equipment/Fixed Assets	Calculation for Expense	Total
Data Analytic Software	Estimated at \$117,000 per year for three years	\$351,000.00

Facial Recognition Software	Estimated at \$16,500/year for three years	\$50,000.00
Cellular Phone Digital Forensics System	Estimated at \$82,000/year for three years	\$250,000.00
License Plate Reader Cameras	15 cameras Year 1 (includes implementation fee): \$49,750; Year 2: \$45,000; Year 3: \$45,000	\$140,000.00
Misc. Bait Items	10 misc. bait items worth up to \$1000 each	\$10,000.00
GPS Trackers	5 GPS trackers at \$635.00 each	\$3,175.00
		\$0.00
		\$0.00
TOTALS		\$804,175.00

6b. Equipment/Fixed Assets Narrative

The Costa Mesa Police Department (CMPD) plans to utilize the grant funds to acquire various equipment and technologies. These resources will enhance the department's capabilities in data analytics, digital forensics, surveillance, and tracking. By investing in these equipment and technologies, CMPD aims to strengthen its investigative capabilities, enhance surveillance efforts, and employ advanced data analytics to combat organized retail thefts, vehicle thefts and vehicle accessories thefts effectively. These resources will assist in identifying criminals, recovering stolen property, and ultimately ensuring the safety and security of the community.

7a. Financial Audit

Description	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

7b. Financial Audit) Narrative:

Enter narrative here. You may expand cell height if needed.

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

Description	Calculation for Expense	Total
Misc. Training Courses	Officers will attend 128 courses, to be trained on various courses related to ORT - calculation includes travel and lodging expenses	\$115,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$115,000.00

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

The grant funds will be used to send personnel to more specialized training and assist in overall goal of reducing and apprehending ORT, vehicle theft and vehicle accessory theft criminals. The classes would include, but not be limited to: ICI Fundamentals of Cyber Crime, Vehicle Theft, ICI Real Estate Fraud Investigations, ICI Financial Crimes Course, ICI Identity Theft Investigations, ICI Burglary, Theft and Receiving Stolen Property, Rico and Money Laundering Investigations, Patrol Search Warrant, Advanced Search Warrants, Social Media Investigations, and Technology in Investigations. The total calculation includes training classes and travel expenses over the three-year grant period.

BURGLARY COURSE (ICI) \$20,512.00
 REAL ESTATE FRAUD INVESTIGATIONS (ICI):\$7,692.00
 IDENTITY THEFT INVESTIGATION (ICI) \$12,820.00
 VEHICLE THEFT INVESTIGATION (ICI):\$18,684.00
 FINANCIAL CRIMES INVESTIGATIONS (ICI) \$20,512.00
 ICI FUNDAMENTALS OF CYBERCRIME COURSE \$25,640.00
 RICO AND MONEY LAUNDERING INVESTIGATION \$1,200.00
 PATROL SEARCH WARRANT \$3,750.00
 ADVANCED SEARCH WARRANT \$3,600.00

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.	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	\$0	

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
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	\$0	
<i>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.</i>	TOTAL	\$0

9b. Indirect Costs Narrative:

Enter narrative here. You may expand cell height if needed. If using a federally approved indirect cost rate, please include the rate in the narrative.



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

FROM THE POLICE DEPARTMENT

July 5, 2023

California Board of State and Community Corrections
P.O. Box 846
Sacramento, CA 95812
Attn: Grant Review Committee

Re: Local Impact Letter - Organized Retail Theft Grant

Dear Grant Review Committee,

Costa Mesa Police Department's application for the BSCC Organized Retail Theft Grant outlines a comprehensive strategy to address the rising issue of organized retail theft, motor vehicle theft and motor vehicle accessory theft in our community. The project aims to decrease the number of organized retail thefts, increase awareness and improve investigative capabilities and apprehension rates related to organized retail theft, auto theft and auto accessory theft.

This letter serves as confirmation that the Costa Mesa Police Department's Organized Retail Theft Grant Project will not impact any other agencies within our region. We are fully dedicated to maintaining open lines of communication, sharing information and resources, and collaborating to reach the common goal of combating these interconnected crimes.

We appreciate your consideration of our grant application and remain available to provide any additional information or address any concerns you may have. Thank you for your time and attention to this matter.

Sincerely,

Ronald Lawrence
Chief of Police

Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Costa Mesa Police Department's commitment to policing that is fair and objective.

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

401.1.1 DEFINITIONS

Definitions related to this policy include:

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

401.2 POLICY

The Costa Mesa Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

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

401.3.1 CALIFORNIA RELIGIOUS FREEDOM ACT

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

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

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

Costa Mesa Police Department

Law Enforcement Policy Manual

Bias-Based Policing

401.4 MEMBER RESPONSIBILITIES

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

401.4.1 REPORTING OF STOPS

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

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

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

If multiple agencies are involved in a stop and the Costa Mesa Police Department is the primary agency, the Costa Mesa Police Department officer shall collect the data elements and prepare the stop data report (11 CCR 999.227).

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

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review audio and/or video recordings, Mobile Digital Computer (MDC) data and any other available resource used to document contact between officers and the public to ensure compliance with the policy.
 1. Supervisors should document these periodic reviews.
 2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.

Costa Mesa Police Department

Law Enforcement Policy Manual

Bias-Based Policing

- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 TRAINING

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

- (a) All sworn members of this department will be scheduled to attend Peace Officer Standards and Training (POST)-approved training on the subject of bias-based policing.
- (b) Pending participation in such POST-approved training and at all times, all members of this department are encouraged to familiarize themselves with and consider racial and cultural differences among members of this community.
- (c) Each sworn member of this department who received initial bias-based policing training will thereafter be required to complete an approved refresher course every five years, or sooner if deemed necessary, in order to keep current with changing racial, identity and cultural trends (Penal Code § 13519.4(i)).

401.7 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE

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

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

Automated License Plate Readers (ALPRs)

429.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

429.2 POLICY

The policy of the Costa Mesa Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

429.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Costa Mesa Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administrative Lieutenant who will work with Division Commanders to assign members of both Support Services and Operations Divisions to administer the day-to-day operation of the ALPR equipment and data.

429.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

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- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

429.5 DATA COLLECTION AND RETENTION

All data and images gathered by an ALPR are for the official use of the Costa Mesa Police Department and because such data may contain confidential CLETS information, it is not open to public review. ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

429.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Costa Mesa Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

429.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law.

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Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

429.8 TRAINING

The Training Manager should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

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 Daughrity	Retired CHP Captain	Commander of Field Support Section
8	Sandra Dinong	Associate Governmental Program Analyst	Board of State and Community Corrections
9	Evonne Garner	Retired Deputy Director	Board of State and Community Corrections
10	Mary Jolls	Retired Deputy Director	Board of State and Community Corrections
11	Nicole Kirkaldy	Restorative Justice and Diversion Program Director	Yolo County District Attorney's Office
12	Mercedes Morales	Associate Governmental Program Analyst	Board of State and Community Corrections
13	Ryan Okimura	Staff Services Manager I	Board of State and Community Corrections
14	Nancy O'Malley	Retired District Attorney	Alameda County
15	Chelsea Paez	Staff Services Manager I	Board of State and Community Corrections
16	Bao Phan	Associate Governmental Program Analyst	Board of State and Community Corrections
17	Rodney Rego	Captain	Elk Grove Police Department
18	Michelle Solorzano	Sr. Project Manager	City of El Monte
19	Ashley Taylor	Associate Governmental Program Analyst	Board of State and Community Corrections
20	Eric Taylor	Sheriff	San Benito County

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

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

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

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

Completing the NGO Assurance (Following Page)

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

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

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

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

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

Grantee:

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

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

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

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