

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1135- 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

Santa Barbara County District Attorney's Office**2. The term of this Agreement is:**

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027**3. The maximum amount of this Agreement is:****\$800,000.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

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

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

Santa Barbara County District Attorney's Office

CONTRACTOR BUSINESS ADDRESS

1112 Santa Barbara Street

CITY

Santa Barbara

STATE

CA

ZIP

93101

PRINTED NAME OF PERSON SIGNING

John Savrnock

TITLE

District Attorney

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

9/19/2023

DocuSigned by:
John Savrnock
909AD48C57D141A...**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 Vertical Prosecution Grant Program

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Organized Retail Theft Vertical Prosecution Grant Program was established in The State Budget Act of 2022 (Assembly Bill 178, Chapter 45, Statutes of 2022). Funding is available to California District Attorneys for the purpose of addressing increased levels of retail theft property crimes by using a vertical prosecution model.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Vertical Prosecution Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Vertical Prosecution Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: John Savrnock

Title: District Attorney

Address: 1112 Santa Barbara Street, Santa Barbara CA 93101

Phone: 805-568-2308

Email: jsavrnock@countyofsb.org

Designated Financial Officer authorized to receive warrants:

Name: Michael Soderman

Title: Chief Financial & Administrative Officer

Address: 1112 Santa Barbara Street, Santa Barbara CA 93101

Phone: 805-568-2303

Email: mdsoderman@countyofsb.org

Project Director authorized to administer the project:

Name: Kelly Duncan

Title: Assistant District Attorney

Address: 1112 Santa Barbara Street, Santa Barbara CA 93101

Phone: 805-568-2361

Email: kduncan@countyofsb.org

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

EXHIBIT A: SCOPE OF WORK

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

4. DATA COLLECTION

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

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods

1. October 1, 2023 to December 31, 2023	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 Vertical Prosecution Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Vertical Prosecution Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Vertical Prosecution Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Organized Retail Theft Vertical Prosecution Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

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

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

Quarterly Invoicing Periods:

1. October 1, 2023 to December 31, 2023
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 during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The Financial Audit Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the financial audit during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Organized Retail Theft Vertical Prosecution Grant Program funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 178 (Chapter 45, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Organized Retail Theft Vertical Prosecution funding is reduced or falls below estimates contained within the Organized Retail Theft Vertical Prosecution Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

- 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	\$689,876
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	\$40,000
6. Equipment/Fixed Assets	\$0
7. Financial Audit (Up to \$25,000)	\$10,000
8. Other (Travel, Training, etc.)	\$5,000
9. Indirect Costs	\$55,124
TOTALS	\$800,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

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

C. Permits and Licenses

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

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

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

8. TERMINATION

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Vertical Prosecution Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Vertical Prosecution Grant Program Grant Proposal, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

10. UNION ACTIVITIES

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

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

11. WAIVER

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

Title **Santa Barbara County District Attorney's Office** 07/06/2023
id. 41327518
by **John DeAlba** in **Organized Retail Theft Vertical Prosecution Grant Program**
jodealba@countyofsb.org

Original Submission 07/06/2023

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

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

Name of Applicant Santa Barbara County District Attorney's Office

Applicant's Physical Address **1112 Santa Barbara St
Santa Barbara
CA
93101
US**

Applicant's Mailing Address (If different than physical address) n/a

Mailing Address for Payment **1112 Santa Barbara St
Santa Barbara
CA
93101
US**

Tax Identification Number **95-6002833**

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 **Kelly
Duncan**

Project Director's Title with Agency/Department/Organization **Assistant District Attorney**

Project Director's Physical Address **1112 Santa Barbara St
Santa Barbara
CA
93101
US**

Project Director's Email Address **kduncan@countyofsb.org**

Project Director's Phone Number **+18055682361**

Financial Officer **Michael
Soderman**

Financial Officer's Title with Agency/Department/Organization **Chief Finanancial & Administrative Officer**

Financial Officer's Physical Address **1112 Santa Barbara St
Santa Barbara
CA
93101
US**

Financial Officer's Email Address **mdsoderman@countyofsb.org**

Financial Officer's Phone Number **+18055682303**

Day-To-Day Program Contact **Brian
Cota**

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

Day-To-Day Program **1112 Santa Barbara St**
Contact's Physical **Santa Barbara**
Address **CA**
93101
US

Day-To-Day Program **bcota@countyofsb.org**
Contact's Email
Address

Day-To-Day Program **+18055682424**
Contact's Phone
Number

Day-To-Day Fiscal **John**
Contact **DeAlba**

Day-To-Day Fiscal **Department Business Specialist**
Contact's Title

Day-To-Day Fiscal **1112 Santa Barbara St**
Contact's Physical **Santa Barbara**
Address **CA**
93101
US

Day-To-Day Fiscal **jodealba@countyofsb.org**
Contact's Email
Address

Day-To-Day Fiscal **+18055682434**
Contact's Phone
Number

Name of Authorized **John**
Officer **Savrnoch**

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

Authorized Officer's **1112 Santa Barbara St**
Physical Address **Santa Barbara**
CA
93101
US

Authorized Officer's **jsavrnoch@countyofsb.org**
Email Address

Authorized Officer's
Phone Number **+18055682308**

Authorized Officer
Assurances **checked**

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

Project Title **Santa Barbara County District Attorney's proposed Organized Retail
Theft (ORT) Unit**

Proposal Summary **The Santa Barbara County District Attorney's proposed Organized
Retail Theft (ORT) Unit represents a comprehensive approach to
combatting ORT in Santa Barbara County. By dedicating specialized
personnel to investigate and prosecute ORT cases, prioritizing
prevention efforts through community outreach, and implementing a
robust vertical prosecution strategy, the ORT Unit aims to reduce
retail theft, increase successful prosecutions, and protect the
interests of victims and the community. Through diligent oversight
and proactive measures to expedite case resolution, SBDA is
committed to ensuring the effectiveness and efficiency of the ORT
Unit's operations.**

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

Funding Category **Small Scope (Up to \$800,000)**

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

**Proposal Narrative
Instructions**

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the Instruction Packet (Pages 17-21). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Project Description narrative may not may not exceed 8,948 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 4 (four) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the Organized Retail Theft Vertical Prosecution Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the Proposal Instruction Packet (Page 17).

Project Need

The Santa Barbara County District Attorney's Office (SBDA) has experienced an increase in workload since the onset of the COVID-19 pandemic. Cases are taking longer to dispose of, resulting in open cases being at 115% of pre-pandemic levels. The complexity of cases has also increased, further adding to workloads. Due to these factors, in addition to court backlogs and bench warrants, there is a continuous need for additional Deputy District Attorney (DDA) and District Attorney Investigator (DAI) support to handle these increasing caseloads. The rise in complexity is compounded by an increase in serious and violent crimes such as homicides, shootings, and attempted murders, which require more hours from senior staff. This has necessitated the redistribution of workloads within the Office.

In addition to the increase in general felony workload, SBDA has been affected by the retail theft epidemic that is sweeping the nation. Felony burglary and theft referrals have increased by 70% from 2019 to 2022. According to recent crime statistics released by the Santa

Barbara County Sheriff's Office (SBSO), theft is Santa Barbara County's most common serious crime. 1,758 reports of theft occurred in 2022, along with 403 reports of burglary. These two offenses represent 95% of the serious crimes reported by the SBSO. These statistics are significant because the SBSO contributes over one-third of the criminal reports reviewed annually by SBDA.

Along with the increase in caseloads and criminal reports, Santa Barbara County has experienced economic impacts related to retail theft. When businesses experience frequent thefts, they often suffer financial losses, which leads to decreased revenue and potentially affects their ability to sustain operations. In response, retailers may choose to downsize, close stores, or even go out of business altogether. This can result in increased vacancies in commercial real estate spaces. According to a recent article published by the Santa Barbara Independent, a local newspaper, storefront vacancies on State Street (the premier retail corridor in Santa Barbara) are exceeding 10% for five consecutive years. By comparison, the Great Recession of 2008 triggered less than two years of a double-digit vacancy rate. Although retail theft is not solely responsible for this increase in commercial real estate vacancies, it significantly contributes to the challenges faced by local businesses that are still trying to recover from the COVID-19 pandemic.

It is important to note that while there may be a correlation between organized retail theft (ORT) and rising commercial real estate vacancies, other factors, such as changing consumer preferences, e-commerce growth, and economic downturns, can also contribute to an increased vacancy rate. Understanding and addressing the issue of organized retail theft is just one aspect of a broader strategy to revitalize commercial real estate and promote economic growth in Santa Barbara County.

Additional funding is needed to effectively address retail theft in Santa Barbara County. Without grant funding, SBDA's current investigative resources will continue to be stretched to the limit. Insufficient resources prevent the allocation of resources to investigate theft crimes and property crimes linked to organized theft rings. Consequently, these crimes must often be returned to the referring agency for investigation, which can potentially lead to unsolved cases.

Barriers to identifying organized retail theft and serving victims/retailers are multi-dimensional. Victims may be reluctant to disclose theft to law enforcement due to concerns about receiving insufficient attention, rising insurance rates, or being dropped by their insurance providers.

The achievement of objectives related to ORT will be tied to cultivating relationships with loss prevention managers in Santa Barbara County. SBDA will not solely rely on unsolicited incoming reports, but will work actively to establish collaborative partnerships with retailers and other jurisdictions. Similar efforts in other parts of

the state have proven fruitful in increasing the volume of potential theft cases referred to District Attorney offices. By expanding industry partnerships, SBDA aims to cast a wider net to capture cases of ORT occurring throughout the community.

Project Description

The Santa Barbara County District Attorney's Office (SBDA) is proposing a vertical prosecution approach to combat organized retail theft (ORT) in Santa Barbara County. This unit will consist of one full-time Deputy District Attorney (DDA) and one District Attorney Investigator who will be dedicated to actively investigating theft cases. The Unit's main focus will be deterring, investigating, and prosecuting ORT crimes. Prevention efforts will also be a key focus, and the Unit will regularly participate in community outreach events to educate the public and increase awareness of common signs of ORT to prevent victimization.

ORT crimes typically involve careful planning, deliberate targeting of retailers, and high-level coordination among perpetrators. SBDA's ORT Unit will coordinate with the Santa Barbara County Sheriff's Office to develop a robust campaign to address retail theft prevention with local retailers and other local law enforcement agencies.

The Unit will employ a vertical prosecution strategy, wherein the assigned attorney will handle the case from beginning to end. This approach streamlines interactions with victims, witnesses and related individuals, providing more effective and efficient service to the public. Vertical prosecution models have been shown to improve conviction rates, reduce victim trauma, and ensure more consistent and appropriate sentencing.

The proposed project aims to reduce retail theft, increase successful prosecutions of ORT, and improve case adjudication and disposition times. Potential metrics to measure the effectiveness of SBDA's ORT Unit include the number of ORT cases referred to SBDA, the percentage of cases with digital evidence and its impact on successful prosecution, improvements in positive case closure rates, and increases in successful prosecutions or plea agreements.

SBDA is committed to making comprehensive efforts to combat ORT with the aim of reducing crime, increasing successful prosecutions, and protecting the interests of victims and the community.

Oversight of the SBDA ORT Program will be the responsibility of Supervising DDA Brian Cota. DDA Cota has strong and experienced background in the prosecution of complex major theft, fraud, and financial crimes. The initial design of the SBDA ORT Program has already benefitted from the insight that comes from DDA Cota's depth of knowledge and experience in prosecuting similar cases. DDA Cota will be responsible for many of the improvements that will be made in the operation of SBDA's ORT Program as outlined in this section. Along with the primary DDA assigned to the ORT Unit, DDA Cota will be active in the review process of incoming referrals presented for prosecution, as well as the progress of filed cases

currently in the criminal justice system.

A study of ORT cases currently filed by SBDA and in the court system revealed that it takes an inordinate amount of time to settle the case. Some cases can take three or more years to resolve. When a theft case lingers in the criminal justice system for an extended period of time, it becomes more difficult to prove in court. Additionally, the victims (small business owners and companies) can become discouraged and are more likely to question the system that is supposed to protect them from dishonest customers.

SBDA is currently focused on resolving old cases that have languished in the system. Moving forward, SBDA will seek to keep cases moving forward by taking the following steps:

1. Promptly responding to referrals from loss prevention managers and law enforcement agencies.
2. Implementing an internal ORT case tracking system.
3. When an investigation is opened, the assigned District Attorney Investigator will work closely with law enforcement, the victim(s), and the assigned DDA to ensure that the investigation is focused and complete.
4. The DDA will strive to move the case through the criminal justice system as quickly as possible.

SBDA's goal in the investigation and prosecution of theft cases is to secure restitution for the victim(s) while holding the defendant accountable for his or her actions. In some cases, absent a significant criminal history, SBDA believes that it is often best to seek a resolution that does not impede the defendant's ability to be gainfully employed so that restitution can be made. SBDA will seek a resolution of filed cases that achieves a fair and balanced outcome that is in the best interest of the victim and the defendant. Santa Barbara County benefits from numerous diversion programs, and SBDA will refer to diversion qualifying cases whenever possible, including but not limited to SBDA's newly-expanded Neighborhood Restorative Justice Program.

The following are general guidelines or factors that SBDA will use when making charging decisions:

- The dollar amount of the fraudulent activity;
- The specifics as to the theft activity, or the criminal sophistication used in committing the offense; and
- The defendant's criminal history, especially whether or not they have been previously convicted of theft.

Project
Organizational
Capacity and
Coordination

For over 20 years, the Santa Barbara County District Attorney's Office (SBDA) has maintained vertical prosecution units specializing in workers' compensation fraud, auto insurance fraud, annuity fraud, consumer environmental crimes, and real estate fraud. These specialized vertical prosecution units have streamlined case management and yielded better outcomes compared to horizontal prosecution units. Before being elected as the Santa Barbara County

District Attorney, John T. Savrnoch served as the Assistant District Attorney. Prior to serving as the Assistant District Attorney, DA Savrnoch served as the Chief Deputy District Attorney overseeing all vertical units, further emphasizing their effectiveness.

District Attorney Chief Investigator Kristina Perkins will be directly involved in the development of SBDA's ORT Unit. Ms. Perkins brings a wealth of experience to the project, with a strong law enforcement background and previous experience working as the Loss Prevention Manager for a prominent, nationwide retailer. Chief Perkins' unique combination of expertise as both a DA Investigator and Loss Prevention Manager will be instrumental in fostering collaboration between SBDA and local retailers throughout the County.

Collaboration and coordination are vital to the success of the program. SBDA plans to establish the countywide Organized Retail Theft Task Force in partnership with the Santa Barbara County Sheriff's Office. The ORT Task Force will work closely with school officials to address the risks associated with youth involvement in organized retail theft. Additionally, the Unit will provide training on identifying organized retail theft to law enforcement agencies and community retail partners. Regular Task Force meetings will be conducted to review open investigations, track progress, address challenges, and share suggestions to ensure comprehensive and timely investigations for each case. Upon completion of the investigations, the assigned Deputy District Attorney will thoroughly review the cases for potential charges and prosecute them in court. Prioritizing full restitution for victims, the Unit will remain engaged in the cases even after convictions, monitoring defendants' repayment through regular restitution progress reports.

SBDA maintains a grant portfolio of 13 grants totaling approximately \$2.8 million in annual funding. Chief Financial and Administrative Officer (CFAO) Michael Soderman has been employed by SBDA since 2015 and oversees the management of this grant portfolio. With extensive experience in the CFAO role since October 2017, Mr. Soderman ensures that SBDA complies with all grant reporting requirements and oversees the development of the Office's annual budget of approximately \$30 million. The expertise and qualifications of Mr. Soderman, coupled with support from Business Manager Nicole Myung and Cost Analyst Caressa Stevenson, will enable effective implementation of the proposed program and fulfillment of grant reporting requirements.

Upon successful completion of the Program Evaluation demonstrating the project's effectiveness and positive outcomes, SBDA can present a strong case for sustained funding from local resources. The Office will prioritize continued funding by including the program in future fiscal year budget requests to the Board of Supervisors. Furthermore, SBDA will actively seek partnerships and collaborations with agencies, organizations, and stakeholders who share an interest in the project's goals. By leveraging pooled

resources and expertise, these partnerships will ensure that the program's activities are sustained and its long-term impact is maximized.

Project Evaluation and Monitoring

The Santa Barbara County District Attorney's Office (SBDA) proposes to collaborate with Dr. Greg DeAngelo of the Computational Justice Lab (CJL) at Claremont Graduate University. Dr. DeAngelo will serve as the SBDA Organized Retail Theft (ORT) program's external evaluator, working with SBDA's Information Technology team and Business Office to ensure accurate data collection, analysis, and reporting. The CJL aims to identify causal insights and provide policy evaluation for the criminal justice practitioner community while ensuring that research projects have a positive impact on community safety.

Dr. DeAngelo is an Associate Professor of Economic Sciences at Claremont Graduate University and the Director of the CJL. His research focuses on legal institutions, and he works closely with public sector agencies to address pressing issues in the criminal justice system. His work aims to provide fair and unbiased analyses of policies and practices within criminal justice agencies, incorporating tools from computer and social sciences to establish causal linkages between policy and practice.

The proposed collaboration between SBDA and Dr. DeAngelo aims to evaluate the effectiveness of the vertical prosecution model in combating ORT. Some specific metrics that can be used to assess the impact of the program include:

- Number of organized retail theft cases filed, convictions obtained, and sentences imposed for those convictions.
- Number of instances where vertical prosecution was used to obtain convictions and the corresponding sentences imposed.
- Number of theft-related property crimes charged without using the vertical prosecution model and the resulting number of convictions.
- Outcome measures, including the number of successful prosecutions, agency case closure rates, and increased probability of successful prosecution of theft cases based on the presence of program.
- Number of impacts that organized retail theft cases had on other crime statistics or non-retail crime involvement, such as violent gun crime, child exploitation, robbery, or auto theft.

Additionally, SBDA aims to reduce ORT through prosecution of criminal violations and community education. The overarching goal is to decrease the amount of theft occurring in Santa Barbara County. The proposed collaboration with Dr. DeAngelo and the CJL can potentially provide valuable insights and evaluation of the ORT Program's effectiveness.

By partnering with an external evaluator and leveraging research and data analysis, SBDA can make informed decisions, improve program outcomes, and ensure that the Office's efforts align with the goals of reducing organized retail theft, enhancing community safety, and protecting the economic vitality of Santa Barbara County.

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_Final.xlsx](#)

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

Project Work Plan (Appendix B)

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

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[Appendix_D_signed.pdf](#)

Letter(s) of Commitment, (Appendix E)

[Letter_of_Commitment_SMPD.pdf](#)

[Letter_of_Commitment_SBPD.pdf](#)

[Letter_of_Commitment_SBSO.pdf](#)

[Letter_of_Commitment_LPD.pdf](#)

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

[Appendix_F_signed.pdf](#)

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

OPTIONAL: n/a
Bibliography

CONFIDENTIALITY
NOTICE:

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

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:	> Effectively combat organized retail theft in Santa Barbara County through a vertical prosecution approach.		
Objectives (A., B., etc.)	<ul style="list-style-type: none"> a) Screen significant theft cases for ties to organized retail theft. b) Track theft case closure rates to demonstrate successful resolution. c) Strive to expedite case adjudication and disposition times to prevent delays and provide timely justice for victims of retail theft. 		
Process Measures and Outcome Measures:	<ul style="list-style-type: none"> a) Timely case adjudication. b) Secure restitution for victims of retail theft. c) Reduction in repeat offenses. 		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
Develop a referral process for cases referred directly to the Santa Barbara County District Attorney's Office (SBDA) from retailers; implement a prompt response to case referrals; develop a case tracking system in SBDA's case management system.	> Supervising Deputy District Attorney (DDA); Primary DDA; District Attorney Investigator	> October 1, 2023	> June 1, 2027
List data and sources to be used to measure outcomes: Charges filed, case status, case outcomes, annual restitution ordered and collected, length of time to disposition, and number of plea agreements.			
(2) Goal:	> Establish a countywide Organized Retail Theft Task Force.		
Objectives (A., B., etc.)	<ul style="list-style-type: none"> a) Work with local retailers and law enforcement agencies to strengthen the County of Santa Barbara's response to and prevention of organized retail theft. b) Participate in community outreach events to educate retailers regarding organized retail theft, and increase awareness of the common signs of organized retail theft. 		

	c) Coordinate with the Santa Barbara County Sheriff's Office and other local law enforcement agencies to develop a robust retail theft prevention campaign.		
Process Measures and Outcome Measures:	a) Number of controlled buys or sting operations. b) Number of retail theft case referrals to the Santa Barbara County District Attorney's Office.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
Train loss prevention managers how to recognize organized retail theft activity; encourage local retailers to report instances of retail theft to law enforcement for proper investigation.	> Supervising Deputy District Attorney (DDA); Primary DDA; District Attorney Investigator	> October 1, 2023	> June 1, 2027
List data and sources to be used to measure outcomes: Number of community outreach events held per year, number of ORT Task Force meetings held per year, number of trainings provided to loss prevention managers per year, number of surveys completed by retailers to gather program effectiveness.			

(3) Goal:	> Use available diversion and/or restorative justice programs to address the increase in theft cases throughout Santa Barbara County.		
Objectives (A., B., etc.)	a) Address the underlying causes of criminal behavior, including theft. b) Prevent future criminal activity. c) Encourage retailers to participate in the restorative justice process.		
Process Measures and Outcome Measures:	> Divert 5% of eligible cases to Santa Barbara County diversion/restorative justice programs.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
Develop and implement specific measures to determine which retail theft charges are eligible for diversion.	> Supervising DDA	> October 1, 2023	> June 1, 2027
List data and sources to be used to measure outcomes: Number of eligible cases referred to diversion/restorative justice programs.			

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 Reporting Efforts @ 5%	5% of Total Program Budget	\$40,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$40,000.00

5b. Data Collection and Evaluation Narrative

The Computational Justice Lab (CJL) will create a Local Evaluation Plan for this program. The Local Evaluation Plan will be used to evaluate the effectiveness of the project component(s), with the project goals and objectives clearly stated. Annually, CJL will analyze and report data to the Santa Barbara County District Attorney's Office (SBDA) and this data will be used to improve program effectiveness. Feedback will be provided by the CJL to SBDA at least annually and more frequently as needed through ad hoc meetings. Topics will include issues that have arisen around data collection. With SBDA input, the CJL will develop the Local Evaluation Plan due to the BSCC by April 1, 2024. CJL will assist our internal Program Manager in developing quarterly reports. With SBDA input, the CJL will develop the final Local Evaluation Report due to BSCC by June 1, 2027. Personnel: Funds are requested for the Principal Investigator (PI; Dr. Greg DeAngelo) and one Graduate Student. The PI will be highly involved in the project and will be responsible for the development and implementation of the evaluation plan and for all reports to local and state audiences. The Graduate Student will be responsible for project coordination and will manage data collection and analysis and report preparation and develop the project alongside the PI. Benefits are included per the University rates for Dr. DeAngelo and the Graduate Student, including tuition and fees.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

6b. Equipment/Fixed Assets Narrative

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

7a. Financial Audit

Description	Calculation for Expense	Total
Financial Audit Report	Fee for service not to exceed \$10,000	\$10,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$10,000.00

7b. Financial Audit) Narrative:

Santa Barbara County District Attorney's Office will engage with Brown Armstrong Certified Public Accountants to audit the Statements of Revenues and Expenditures- Budget to Actual (the financial statements) of the program for the service delivery period of October 1, 2023 - December 31, 2026.

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

Description	Calculation for Expense	Total
Training Conference	\$500 registration/participant x 3 participants	\$1,500.00
Travel, mileage, per diem	Hotel, flight, and meals x 3 participants	\$3,500.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$5,000.00

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

The assigned Deputy District Attorney, the Organized Retail Theft Unit Supervisor, and the District Attorney Investigator will participate in at least one retail theft conference during the 44-month grant period to receive ideas on continuing to evolve and expand the program. Conference registration, travel, hotel, and per diem are included in this budget @ \$5,000.

9a. Indirect Costs

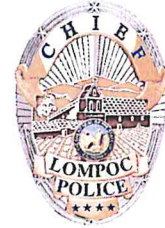
For this grant program, indirect costs may be charged using only one of the two options below:	Grant Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization does not have a federally approved indirect cost rate.	\$55,124	\$55,124
<i>If using 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	\$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	\$55,124
	\$55,124	\$55,124

9b. Indirect Costs Narrative:

Indirect Costs will be charged at 7% which is below the applicable limit because our organization does not have a federally-approved indirect cost rate at this time. These are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the program.



LOMPOC POLICE DEPARTMENT
"Where Service is Tradition"



KEVIN MARTIN
Chief of Police

July 5, 2023

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

Re: Organized Retail Theft Vertical Prosecution Grant Program

To Whom it May Concern:

This letter is in support of the Santa Barbara County District Attorney's Office application for the Board of State and Community Corrections 2023 Organized Retail Theft Vertical Prosecution Grant Program. We understand that the Santa Barbara County District Attorney's Office is seeking funding to establish an Organized Retail Theft Vertical Prosecution Unit and a local Task Force to combat organized retail theft in our community.

Our agency agrees to work with the Santa Barbara County District Attorney's Office to coordinate our resources, when possible, to assist them in the implementation of this program. We anticipate this will impose only limited burdensome impact: principally, Lompoc Police Department will identify a representative to serve on or advise the Task Force, and provide subject-matter expertise related to system coordination.

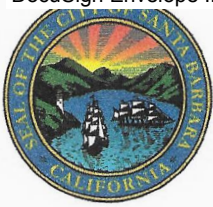
We are committed to continuing to support appropriate collaboration and communication on behalf of Lompoc Police Department.

If there is anything else we can provide in this process, please let us know.

Sincerely,

A handwritten signature in blue ink that reads "Kevin M. Martin".

KEVIN M. MARTIN
Chief of Police



City of Santa Barbara

Police Department

SBPD.com

Chief's Office
Tel: (805) 897-2395

July 5, 2023

General Information
Tel: (805) 897-2300

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

Strategic Operations
Tel: (805) 897-3717

Re: Organized Retail Theft Vertical Prosecution Grant Program

Animal Control
Tel: (805) 963-1513

To Whom it May Concern:

Business Office
Tel: (805) 897-2401

This letter is in support of the Santa Barbara County District Attorney's Office application for the Board of State and Community Corrections 2023 Organized Retail Theft Vertical Prosecution Grant Program. We understand that the Santa Barbara County District Attorney's Office is seeking funding to establish an Organized Retail Theft Vertical Prosecution Unit and a local Task Force to combat organized retail theft in our community.

Dispatch
Tel: (805) 882-8900

Our agency agrees to work with the Santa Barbara County District Attorney's Office to coordinate our resources when possible to assist them in the implementation of this program. We anticipate this will impose only limited burdensome impact: principally, the Santa Barbara Police Department will identify a representative to serve on or advise the Task Force and provide subject-matter expertise related to system coordination.

Investigative Division
Tel: (805) 897-2335

We are committed to continuing to support appropriate collaboration and communication on behalf of the Santa Barbara Police Department.


Parking Citations
Tel: (805) 897-2360

If there is anything else we can provide in this process, please let us know.

Records
Tel: (805) 897-2355
Email: RTC@SBPD.com

Sincerely,

215 E. Figueroa St.
Santa Barbara, CA
93101


Kelly Gordon
Chief of Police



Office of the Sheriff

SANTA BARBARA COUNTY

STATIONS

Buellton
 140 W. Highway 246
 Buellton, CA 93427
 Phone (805) 656-8150

Carpinteria
 5775 Carpinteria Avenue
 Carpinteria, CA 93013
 Phone (805) 755-4452

Isla Vista
 6504 Trigo Road
 Isla Vista, CA 93117
 Phone (805) 681-4179

Lompoc
 3500 Harris Grade Road
 Lompoc, CA 93436
 Phone (805) 737-7737

New Cuyama
 70 Newsome Street
 New Cuyama, CA 93254
 Phone (661) 766-2310

Santa Maria
 812-A W. Foster Road
 Lompoc, CA 93436
 Phone (805) 934-6150

Solvang
 1745 Mission Drive
 Solvang, CA 93463
 Phone (805) 686-5000

Sheriff - Coroner Office
 66 S. San Antonio Road
 Santa Barbara, CA 93110
 Phone (805) 681-4145

Main Jail
 4436 Calle Real
 Santa Barbara, CA 93110
 Phone (805) 681-4260

Northern Branch Jail
 2301 Black Road
 Santa Maria, CA 93455
 Phone (805) 554-3100

**COURT SERVICES
 CIVIL OFFICES**

Santa Barbara
 1105 Santa Barbara Street
 P.O. Box 690
 Santa Barbara, CA 93102
 Phone (805) 568-2900

Santa Maria
 312 E. Cook Street, "O"
 P.O. Box 5049
 Santa Maria, CA 93456
 Phone (805) 346-7430

HEADQUARTERS
 P.O. Box 6427 • 4434 Calle Real • Santa Barbara, California 93160
 Phone (805) 681-4100 • Fax (805) 681-4322
 www.sbsheriff.org

July 5, 2023

BILL BROWN
 Sheriff - Coroner
CRAIG BONNER
 Undersheriff

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

Re: Organized Retail Theft Vertical Prosecution Grant Program

To Whom it May Concern:

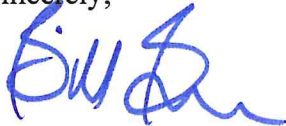
This letter is in support of the Santa Barbara County District Attorney's Office application for the Board of State and Community Corrections 2023 Organized Retail Theft Vertical Prosecution Grant Program. We understand that the Santa Barbara County District Attorney's Office is seeking funding to establish an Organized Retail Theft Vertical Prosecution Unit and a local Task Force to combat organized retail theft in our community.

Our agency agrees to work with the Santa Barbara County District Attorney's Office to coordinate our resources when possible to assist them in the implementation of this program. We anticipate this will impose only limited burdensome impact: principally, the Santa Barbara County Sheriff's Office will identify a representative to serve on or advise the Task Force, and provide subject-matter expertise related to system coordination.

We are committed to continuing to support appropriate collaboration and communication on behalf of the Santa Barbara County Sheriff's Office.

If there is anything else we can provide in this process, please let us know.

Sincerely,



BILL BROWN
 Sheriff – Coroner



CITY OF SANTA MARIA
POLICE DEPARTMENT

1111 W. BETTERAVIA ROAD • SANTA MARIA, CALIFORNIA 93455 • 805-928-3781 • FAX 805-349-9239

July 5, 2023

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

Re: Organized Retail Theft Vertical Prosecution Grant Program

To Whom it May Concern:

This letter is in support of the Santa Barbara County District Attorney's Office application for the Board of State and Community Corrections 2023 Organized Retail Theft Vertical Prosecution Grant Program. We understand that the Santa Barbara County District Attorney's Office is seeking funding to establish an Organized Retail Theft Vertical Prosecution Unit and a local Task Force to combat organized retail theft in our community.

Our agency agrees to work with the Santa Barbara County District Attorney's Office to coordinate our resources when possible to assist them in the implementation of this program. We anticipate this will impose only limited burdensome impact: principally, the Santa Maria Police Department will identify a representative to serve on or advise the Task Force, and provide subject-matter expertise related to system coordination.

We are committed to continuing to support appropriate collaboration and communication on behalf of the Santa Maria Police Department.

If there is anything else we can provide in this process, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Cohen", with a long horizontal line extending to the right.

DANIEL COHEN
Operations Division Commander

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 Vertical Prosecution 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 Vertical Prosecution Grant Program Grant funds (as either a subgrantee or subcontractor) must:

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

Completing the NGO Assurance (Following Page)

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known),
3. Check Yes or No to indicate if each contracted 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	