

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1178- 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

Ventura County Sheriff's Office**2. The term of this Agreement is:**

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027**3. The maximum amount of this Agreement is:****\$15,650,000.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

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

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

Ventura County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

800 South Victoria Avenue

CITY

Ventura

STATE

CA

ZIP

93009

PRINTED NAME OF PERSON SIGNING

Sevet Johnson

TITLE

County CEO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Organized Retail Theft Grant Program

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

2. PROJECT SUMMARY AND ADMINISTRATION

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

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:

Name: Sevet Johnson

Title: County CEO

Address: 800 South Victoria Avenue, Ventura CA 93009

Phone: 805-654-2681

Email: sevet.johnson@ventura.org

Designated Financial Officer authorized to receive warrants:

Name: Junelyn Pacheco

Title: Accounting Manager

Address: 800 South Victoria Avenue, Ventura CA 93009

Phone: 805-648-9223

Email: junelyn.pacheco@ventura.org

Project Director authorized to administer the project:

Name: Jeff Miller

Title: Commander

Address: 3701 East Las Posas Road, Camarillo CA 93010

Phone: 805-797-6449

Email: jeffs.miller@ventura.org

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

EXHIBIT A: SCOPE OF WORK

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

4. DATA COLLECTION

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

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods

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

Due no later than:

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

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

April 1, 2024
June 1, 2027

C. Other

Financial Audit Report

Due no later than:

June 1, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

6. PROJECT RECORDS

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

EXHIBIT A: SCOPE OF WORK

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

7. CONFLICT OF INTEREST

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

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

Quarterly Invoicing Periods:

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

Due no later than:

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

Final Invoicing Periods*:

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

Due no later than:

- May 15, 2027
August 15, 2027

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

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

4. PROJECT COSTS

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

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

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

8. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	\$5,149,141
2. Services and Supplies	\$1,147,000
3. Professional Services or Public Agency Subcontracts	\$4,047,400
4. Non-Governmental Organization (NGO) Subcontracts	\$200,000
5. Data Collection and Evaluation	\$450,000
6. Equipment/Fixed Assets	\$2,887,459
7. Financial Audit (Up to \$25,000)	\$0
8. Other (Travel, Training, etc.)	\$369,000
9. Indirect Costs	\$1,400,000
TOTALS	\$15,650,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations

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

- B. Fulfillment of Assurances and Declarations

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

- C. Permits and Licenses

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

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

1) Books and Records

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

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

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

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

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

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

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

7. MODIFICATIONS

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

8. TERMINATION

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

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

9. SETTLEMENT OF DISPUTES

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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

10. UNION ACTIVITIES

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

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

11. WAIVER

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

Title	Ventura County Sheriff's Office	07/07/2023
	by Brian Slominski in Organized Retail Theft Prevention Grant Program	id. 41333860
	Brian.slominski@ventura.org	

Original Submission	07/07/2023
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The Organized Retail Theft (ORT) Prevention Grant Program Application is divided into five (5) sections as identified below: Background Information Contact Information Program Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions requiring a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the ORT Prevention Grant Program Proposal Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the ORT Prevention Grant Program Application. The ORT Prevention Grant Proposal Instruction Packet is available on the Board of State and Community Corrections (BSCC) website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION	This section requests information about the applicant's name, location, mailing address, and tax identification number.
Name of Applicant (i.e., Police Department, Sheriff's Department, or Probation Department)	Ventura County Sheriff's Office
Multi-Agency Partnerships Information (if applicable)	Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.
Multi-Agency Partnerships	No: This is not a Multi-Agency Partnership Application

Lead Public Agency Information	All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant's city or county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with other local government agency partners and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person), and will serve as the primary point of contact with the BSCC.
Lead Public Agency	Ventura County Sheriff's Office
Applicant's Physical Address	800 South Victoria Avenue Ventura CA 93009 US
Applicant's Mailing Address (if different than the physical address)	n/a
Mailing Address for Payment	800 South Victoria Avenue Ventura CA 93009 US
Tax Identification Number	95-6000944
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	Brian Slominski
Project Director's Title with Agency/Department/Organization	Captain
Project Director's Physical Address	3701 East Las Posas Road Camarillo CA 93010 US
Project Director's Email Address	brian.slominski@ventura.org

Project Director's Phone Number	+18059478189
Financial Officer	Junelyn Pacheco
Financial Officer's Title with Agency/Department/Organization	Accounting Manager
Financial Officer's Physical Address	800 South Victoria Avenue Ventura CA 93009 US
Financial Officer's Email Address	junelyn.pacheco@ventura.org
Financial Officer's Phone Number	+18056489223
Day-To-Day Program Contact	Ron Chips
Day-To-Day Program Contact's Title	Captain/ Program Manager
Day-To-Day Program Contact's Physical Address	3701 East Las Posas Road Camarillo CA 93010 US
Day-To-Day Program Contact's Email Address	ron.chips@ventura.org
Day-To-Day Program Contact's Phone Number	+18053838707
Day-To-Day Fiscal Contact	Kelley Tovias
Day-To-Day Fiscal Contact's Title	Administrative Assistant
Day-To-Day Fiscal Contact's Physical Address	3701 East Las Posas Road Camarillo CA 93009 US

Day-To-Day Fiscal Contact's Email Address	kelley.tovias@ventura.org
Day-To-Day Fiscal Contact's Phone Number	+18053838700
Name of Authorized Officer	Jim Fryhoff
Authorized Officer's Title	Sheriff
Authorized Officer's Physical Address	800 South Victoria Avenue Ventura CA 93009 US
Authorized Officer's Email Address	james.fryhoff@ventura.org
Authorized Officer's Phone Number	+18056542381
Authorized Officer Assurances	checked
SECTION III - PROGRAM INFORMATION	This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.
Project Title	Ventura County Organized Retail Theft Task Force
Proposal Summary	Lead by the Ventura County Sheriff's Office, the Ventura County Organized Retail Theft Task Force Project will formalize a large scope, coordinated effort involving all law enforcement agencies in Ventura County to prevent and combat \$10 million/yr. loss from organized retail theft, vehicle/parts theft, and partner with the Port of Hueneme to address cargo theft. Every reported case will be assigned to a member of the task force investigative team, representing all agencies, supported by a crime analyst and investigation technology (e.g., ALPRs, CCIT). To deter organized retail theft, uniformed officers will conduct overt surveillance at shopping and auto malls.

PROGRAM PURPOSE AREAS	Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.
Program Purpose Areas (PPAs):	PPA 1: Organized Retail Theft PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft PPA 3: Cargo Theft
Funding Category Information	Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$6,125,000 in the Medium Scope category OR up to \$15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to \$24,500,000 o \$6,125,000 (Medium Scope Max) x 4 (# of Agencies) = \$24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to \$31,300,000 o \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.
Funding Category	Large Scope (Up to \$15,650,000)
SECTION IV - PROPOSAL NARRATIVE AND BUDGET	This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.

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

Project Need

1.1. Needs to be Addressed: The proposed Ventura County Organized Retail Theft Task Force project will formalize a coordinated, large scope effort involving all law enforcement (LE) agencies in Ventura County (VC) to prevent and combat organized retail theft (ORT), vehicle and vehicle parts theft, and build a partnership with port authorities to identify or combat cargo theft. The project, led by the Ventura County Sheriff's Office (VSCO), Could solve the hundreds of cases each year, saving millions of dollars saved in Ventura County through preventive/interventive efforts. The number of ORTs and vehicle/parts thefts continue to rise. In January 2023 Sheriff Fryhoff noted that "ORT, burglary crews, and catalytic converter thefts continue to be the main causes of property crimes in VC (Ref 1). VC 2020-2022 ORT crime statistics: ♦From 2020 to 2022, ORTs increased in VCSO's jurisdictions: 1) Fillmore (+130.4%), Camarillo (+43.1%), Thousand Oaks (+22.7%), and Moorpark (+19.0%). ♦ From 2020 to 2022, the Oxnard Police Department (PD) reported a 255.56% increase in ORTs. ♦Simi Valley

PD reported a 267% increase in ORTs from 2021 to 2022. ♦The Ventura, Santa Paula and Port Hueneme PDs are understaffed/underfunded and do not track ORTs . From 2020 to 2022, all VCSO jurisdictions increased in vehicle/parts theft: Fillmore (+135.3%), Camarillo (+7.0%), Thousand Oaks (+6.0%), and Moorpark (+167.0%). From 2021 to 2022, catalytic converter theft increased by 144% in VCSO jurisdictions. In the City of Ventura, 229 catalytic converters were stolen in 9 months; Oxnard reported 128 converters stolen in 2022, compared to 36 in 2021 (+255.6%) (Ref 2). ORT and vehicle/parts thefts are grossly underreported by retailers. Retailers perceive that the cost of time involved in the reporting/court process fails to yield a high enough return on investment (Ref 3). Retailers need training about the benefits of ORT reporting. Despite VC having a deep water port, cargo theft is rarely reported to LE, because the port facilitates its own security/internal reporting systems. Time delays in recognition of a theft are common due to the high volume of cargo handled.

1.2. Conditions that Contribute to Needs: Service Gaps: ♦Tracking Crimes: Many o VC LE agencies do not track ORT or vehicle/parts theft separately from shop lifting, limiting the ability to track ORT trends. ♦Staffing: No county LE agencies designate ORT or vehicle/parts theft detectives. ♦VC lacks formal coordinated efforts to address target crimes: 1) If LE agencies designated ORT investigators, VCSO could form a task force to develop cooperative protocols, data sharing, personnel sharing to manage cross-jurisdictional cases. 2) VC LE lack funding to coordinate a large-scale presence at shopping/auto malls, even though overt interventions are one of the best ways to address ORT (Ref 4). ♦Multi-County Coordination: VC LE must coordinate with LE in other counties, because 80% of ORT criminals arrested for crimes in VC, live outside of VC. VCORTTF will target ORT crews, prosecute VC crimes, and disseminate intelligence developed to assist regional prosecutions. VC is technologically updated to fight ORT: The sophistication of ORT and vehicle/parts crimes has increased exponentially. ORT crews cross county/state boundaries and victimize communities after apprehension and release from custody. To assist investigations, detectives/crime analysts must share real time relevant information efficiently (Ref 5). ♦VCSO is experienced in Cellular Communications Interception Technology (CCIT), but its device hardware is old and software no longer supported. Sophisticated criminals use smart phones to communicate, share intelligence, coordinate ORT activities. Using CCIT to track/locate ORT suspects via cell numbers rather than in-person contacts helps prevent any bias-based investigations and provides actionable intelligence. ♦VC has pole cameras and a mix of older ALPRs installed/managed by various LE agencies. Significant gaps exist in camera locations, (e.g., major use on/off ramps). VCSO purchased electric signage, which have not been used to deter ORT. The grant-funded SST will coordinate sign deployment/use.

Geographic Location/Accessibility: VC, located in coastal Southern CA encompasses 1,843 square miles and is the 12th most populated county in CA with 832,605 residents (Ref 6).. VC is bordered by Kern County to the north, Santa Barbara County to the west, Los Angeles

County to the east, and the Pacific Ocean to the south. VC is a primarily suburban county with urban, rural, industrial, and agricultural areas. There are ten (10) incorporated cities located in VC – Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, and Ventura. ♦The 101 Highway Corridor runs through L.A. and Ventura Counties to the Bay Area. VC’s four largest shopping malls are located on the 101 highway in Thousand Oaks, Camarillo, Oxnard, and Ventura (Ref 7). VC must enhance its capacity to coordinate ORT investigations with counties located on the 101 corridor. On 11/27/2020 two men stole \$39,000 worth of perfume from stores in Oxnard and Camarillo. They pled guilty to five counts of felony grand theft. One man was under investigation for 19 ORTs (loss of \$15,000) in L.A., San Bernardino, Riverside, and San Diego counties. ♦Port of Hueneme: VC’s Port of Hueneme is the only commercial deep-water port between Los Angeles and the San Francisco Bay. The Port is a full-service auto port (338,000 annually) that consistently ranks among the top ten U.S. ports for automobiles(Ref 8). The Port connects to the Union Pacific Railroad, Class I freight carrier on the CA coast mainline, providing an important intermodal link throughout CA and to North America, Canada, and Mexico.

1.3. Relevant Local Data: Increased LE staffing levels are associated with increased crime reporting (Ref 9). It is critical to coordinate efforts across VC jurisdictions and with other counties, because 80% of ORT suspects in 2022 lived outside of VC. Cross-jurisdictional cases that occurred within a 12-month time period can be combined into one case to increase the charge to a felony. On 03/25/2022, eight (8) people were arrested in VC related to an ORT ring that struck 11 CA counties, including VC. Crews stole hundreds of thousands of dollars’ worth of merchandise. An estimated \$200,000 worth of stolen merchandise was recovered at their arrest by the California Highway Patrol (CHP) (Ref 10). This one case is repeated countywide daily. The financial impact on the residents, business, and government on VC exceeds 10 million dollars/year due to these targeted crimes.

Project Description

2.1. The proposed activities will address needs by decreasing the number of ORT and vehicle/parts theft committed in VC and increasing the number of investigations/arrests.

2.1.1. The activities/timeframes coordinate with the Work Plan (Attachment B).

After a three-month start-up, Project Service Delivery - 01/01/2024 – 12/31/2026.

From 01/01/2024-03/31/2024, task force launch activities include: 1) initiate monthly task force meetings, 2) finalize data points to track/evaluate activities, 3) finalize baseline data through the National Incident-Based Reporting System (NIBRS), 4) develop a system for officers’ overt surveillance assignments, 5) develop request/reimbursement protocols for LE partners, 6) finalize data sharing protocols, 7) finalize the external evaluator contract, 8) initiate contact with port authorities, and 9) conduct analysis of target crimes to create hot spot maps.

From 04/01/2024 – 12/31/2026, the project partners will be a fully-functioning investigative team and will implement the following

activities:

Coordination Activities: Task Force: The VCSO will lead a countywide task force with every LE agency, city, and unincorporated area in VC - to maximize cooperation in the prevention, analysis, tracking, investigation, and arrest of ORT, vehicle/parts, and cargo theft suspects. The project will be assigned to VCSO's Special Investigations Bureau, which successfully supports other task forces. Each LE agency will designate individuals with detective experience and investigative training to participate in the ORT investigative unit. Uniformed personnel from all agencies will help maintain high visibility, employ community-oriented policing tactics, and respond to crimes as needed. See the attached signed letters of commitment: The five (5) VC city police departments (PDs) conduct ORT investigations, but lack funding to pursue all cases. The CHP will support vehicle/parts theft cases through the VC Auto Theft Task Force (VenCATT) and share data, analytics, and surveillance information (funded through another source). The VC District Attorney's Office – Bureau of Investigation will investigate ORT cases. The VC Probation Department–Investigative Services gathers information for sentencing recommendations for the court and monitors individuals after conviction. College/University PDs: The PDs of CA State University, Channel Islands (CSUCI) and three community colleges within the Ventura County Community College District (VCCCD) will allocate officers on overtime for overt surveillance/prevention. An NGO, Idea Engineering, will conduct a public education campaign. Local retailers will receive training to mitigate/report ORT. See attached letters of impact signed by retailers.

Prevention Activities: ORT-prevention activities: 1) deploy uniformed officers on overtime from LE agencies to increase overt surveillance in shopping/auto malls; 2) deploy overt ORT-related flashing light message boards (e.g., Increased Law Enforcement Presence) at malls; 3) contract with Idea Engineering to conduct a compelling, high-quality, evidence-based, public advertisement campaign (e.g., social media, public service announcements, task force materials).; and 4) continue the VCSO "Etch and Catch" catalytic converter anti-theft deterrence program.

Investigation Activities include: 1) assign every reported ORT/vehicle/cargo case to a VCORTTF detective to track, investigate, and apprehend suspects. Each detective will be allocated a vehicle. 2) Fund a crime analyst who will: a) use sophisticated strategies to sort through extensive LE data for leads using open source information, intelligence reports, and signal intelligence (e.g., human intelligence, link charts, timelines, geospatial, crime/contact reports, cellular data sets, and criminal associate networks); b) import field interview cards, citations, and traffic collision information, and call-for-service data from all LE agency partners and input the data into an analytics platform that houses crime, arrest, and booking information; c) create real time dashboards (for LE and the public for transparency) and reports. The platform will: a) support detectives network diagrams of criminal organizations; b) be mobile compliant to allow in-field access for real-time information sharing with analysts, detectives, dispatchers, tactical personnel, etc. Field detectives will

search officer safety/risk assessment information in real time, enter contacts, and distribute photos/videos. 3) Deploy undercover officers in hot spots. 4) Place 100 ALPRs to fill gaps in existing system; a mix of all LE agency-owned ALPRs countywide. VCSO will pursue ALPRs placement authorization on state routes, freeway offramp, and ramps on major ingress/egress points. The ALPR platform enables LE to use custom ORT hot lists to receive alerts when stolen vehicles or suspect-associated vehicles enter their proximity. No costs related to existing ALPRs will be funded through proposed funding to avoid supplantation. 5) Reinstate cellular communication interception technology (CCIT). Existing CCIT devices are outdated/not supported. CCIT enables investigators to track/locate ORT suspects through cell phone numbers, which prevents bias. 6) Receive training in evidence-based communication techniques not yet implemented in VC.

2.1.2. Target Project Areas: The VCORTTF will investigate reported crimes related to all three project areas. ORT is a widespread, increasing crime in VC, particularly in large shopping malls along the US Highway 101 corridor and in cities near the L.A. County border. **Vehicle/Parts Theft:** The crime analyst will develop heat maps for catalytic converter thefts. The ORT task force will work closely with VenCATT without supplanting resources. **Cargo Theft:** Detectives will investigate assigned cargo theft cases, track patterns, and develop relationships with port authority/port security and local rail leadership to explore strategies to increase reports of cargo theft.

2.1.3. As a result of the VCORTTF, VCSO anticipates an increase in the number of multi-jurisdictional criminal crews identified and arrested. The task force, case management processes, and analytics will improve detective/analyst communication to identify criminal associates more efficiently. The activities will help LE agencies to forge a partnership with the Port of Hueneme leadership and security team to explore cooperative and/or simultaneous investigations related to cargo theft.

2.1.4. Coordination with other entities was discussed in 2.1.1.

2.2. Goals, Objectives, and Impact

2.2.1. The project's goals/objectives/impact address identified needs/intent of the grant program. ♦To address the increase in target crimes, VCSO set Goal 1-Reduce instances of ORT and vehicle/parts theft by 50% by the end of award year three (3) and the following objectives: 1) launch an ORT task force with all VC LE agencies; 2) coordinate at least 75 high-visibility uniform patrols per year in major retail shopping malls; and 3) train a minimum of 100 retailers in theft mitigation/reporting. ♦To address the need for the staffing/funding required for VC LE agencies to investigate organized thefts, VCSO set Goal 2-Investigate all reported cases of ORT, vehicle/parts theft, and cargo theft and the following objectives: 1) assign each case to a detective; 2) collect data (e.g., suspects, days/times, actions, modus operandi) and identify criminal patterns/vulnerable business types/geographical areas to identify organizations/criminal players/crews; and 3) build relationships with the port authorities to partner on cargo theft investigations. ♦To address the need for a coordinated system for data gathering, sharing, and analyzing required for VC LE agencies to successfully pursue ORT, VCSO set

Goal 3-Develop crime trends, actionable intelligence, and information to share with all county/municipal LE entities in VC and retailers and the following objectives: 1) implement information tracking, storage, and cataloging protocols for project-related theft; and 2) share the gathered information statewide through a public education campaign.

♦To address the need for updated investigative technologies required to successfully apprehend ORT crews, VCSO set Goal 4-Use project technology to identify and track ORT crews and the following objectives: 1) install 100 ALPRs, 2) receive training/equipment related to chosen evidence-based communication techniques, and 3) share information gathered through CCIT with task force partners.

2.2.2.The completed Project Work Plan (Appendix B) aligns with program intent.

2.3. The rationale for activities includes the following: Task Force: The VCSO has a long, successful history of effective countywide coordination and collaboration with Federal state and local LE agencies through task forces. The proposed task force will provide the support needed for LE personnel to participate in multi-county investigations/prosecutions, which can help to pursue felony charges and streamline the prosecution to one trial. Dedicating an ORT-focused crime analyst and purchasing state-of-the-art data management/investigative technology will focus task force efforts to the most productive locations and most likely suspects to investigate with specific/updatable information in real time. Highly effective, evidence-based technology (ALPRs, CCIT) streamlines the search for suspects (Ref 11).

2.4. VCSO's existing and extensive surveillance technology policies are attached. The VCSO will: a) serve as the main storage and contractor for the technology used to identify and investigate target suspects; b) oversee the deployment, use, and compliance with applicable surveillance technology use policies and procedures, which includes state law; c) facilitate information technology selection to secure servers and storage technology and ensure compliance with purging requirements; d) provide the bulk of the county LE's information technology and security software to block from tampering and loss of data. The county uses several vendors to employ state-of-the-art security and prevention tactics from malware and digital attacks. As a mid-sized LE agency, the VCSO closely monitors legislation that governs the use/storage of digital evidence. The agency subscribes to Lexipol, which frequently updates policies/training on new legislation, so VCSO updates policies as needed.

2.5. Existing policies to limit racial bias for each VCORTTF LE agency are attached. The VCSO and every LE agency participating in the task force have policies that strictly prohibit investigation and enforcement on the basis of race, religion, sexual orientation, gender identify, economic status, age, cultural group, disability, or affiliation with any non-criminal group. Administration, supervisors, and members of the organization are all held to a high no-tolerance standard of no racial bias and all personnel receive training to ensure knowledge of agency policies. Each of the VC LE agencies in the proposed project are intolerant of any bias and act swiftly to correct any actual or perceived issues with training or discipline.

3.1. VCSO has administered a wide range of federal, state, and local grants and contracts that include: grants with the U.S. Department of Justice and BSCC and contracts with five (5) local cities for LE services. VCSO ensures appropriate due diligence on all grants, contracts, and sub-contracts that are administered by the agency. VCSO is in compliance with all grant and contract requirements and has never been late or delinquent in the provision of required data, information, or reports (progress or financial) to funders. The Project Administrator (Kelley Tovias) is a long-term VCSO project administrator. She has worked with the Special Investigations Bureau since 2007 and is proficient in all tasks related to project and grant management.

3.2. The VCSO will partner with nine (9) LE agencies. Each agency will: 1) designate an executive-level staff member to the task force's steering committee; 2) assign appropriate staff members (e.g., detectives, investigators, etc.) to the task force for preventive and investigative activities; and 3) participate in a multi-agency formal investigative unit to investigate cross-jurisdictional ORT. The VCSO will contract with Idea Engineering (a local NGO) to prepare task force materials (e.g., posters, flyers, brochures, etc.); create a retail theft prevention advertisement campaign; and develop an ORT prevention and safety training for retailers. The NGO has 20 years of experience using research and best practices, combined with broad experience in branding, positioning, and strategic communications, to develop relevant and effective campaigns on critical issues facing communities (e.g., impaired driving, fentanyl use prevention, etc.). Please see the attached letters of commitment.

3.3. The VCSO and the partners have a long history of working closely and collaboratively on a task force (e.g., Justice Assistance Grant, etc.). This history provides the partners with the expertise, experience, and strong working relationships needed to establish the VCORT Task Force; facilitate task force meetings; develop task force policies, procedures, and protocols; execute "task force participation" contracts between the VCSO and the partners (signed letters of commitment have already been obtained); assign detectives and other LE personnel to task force; purchase and deploy project-related equipment; and provide theft prevention training to retail establishments during the first three (3) months of the project start-up period. As a result, the VCORT Task Force will begin ORT investigations on January 1, 2024, and will be a formal investigative unit no later than April 1, 2024.

3.4. The Project Administrator, in close collaboration with the Project Director, Captain Brian Slominski (Special Investigations Bureau), will be responsible for the day-to-day management of the project. This management team will meet with the steering committee on a quarterly basis to ensure that the project is continually monitored, assessed, and evaluated; and that adjustments to project strategies needed for project improvement and effectiveness are implemented in a timely manner. The full participation and voting rights of each steering committee member will be ensured by: 1) respecting the insight, expertise, and experience of each member; 2) providing

ample opportunity for each member to provide input that is valued and considered; and 3) using a "vote by show of hands" to make decisions.

3.5. The VCSO and partners are committed to the sustainability of the VCORT Task Force – particularly the strategies developed and implemented. While many project-related activities (e.g., deployment of undercover detective vehicles, installation of “automated license plate reader” cameras, deployment of overt surveillance camera trailers, etc.) are short-term in nature, the partners hope to continue to operate the VCORT Task Force and implement the strategies developed by the task force (e.g., collaborative intelligence gathering and sharing, multi-agency “sting” operations, ongoing theft prevention training for retail establishments, etc.) after the grant period has ended. If, as anticipated, the VCORT Task Force is successful, participating law enforcement agencies are committed to review budget constraints that have previously prevented this level of collaboration with the goal of ongoing collaboration and continuous use of developed strategies to address organized retail theft throughout VC.

Project Evaluation
and Monitoring

4.1. **Qualified internal staff/external project evaluator.** The VCSO Project Administrator will facilitate data collection and reporting; assisted by the crime analyst and an external evaluator, EVALCORP. The VCSO has worked extensively with EVALCORP, which is well-experienced in BSCC grant reporting requirements. Monitoring activities will include: 1) Start-Up – design a central data gathering system that is connected to program data collection points and systems, and create data gathering protocols/instruments that can facilitate gathering information about the efficacy of activities; 2) Implementation - develop request/reimbursement protocols for LE partners; finalize data sharing protocols with LE partners; and 3) Service Delivery – track use of varied strategies (e.g., signage, ALPRs, CCIT) and outcome of each case; the number of touches/contacts through the public education campaign; and retailer education/training events and related impact surveys.

4.2. **Process/outcome measures** are quantifiable and align with proposed objectives listed in the work plan. Data collection methods and tools for the process component of the evaluation will include: project records and data (law enforcement data and case reports, task force participation logs, data/forms; systematic project document reviews; and meetings with project staff). EVALCORP will run monthly data checks for quarterly reports (e.g., number of assigned cases, technology deployment, overt surveillances conducted, public education messages distributed, etc.); investigations conducted by LE; and collaborative projects with the CHP task force. **Outcome Measures:** The task force and case management processes, tasks, and decisions will be documented along with reports on the number of cases reported, investigations conducted, crews/criminals identified, prosecutions initiated and outcomes, and retailers trained, as well as perceived collaboration quality as a task force, the extent to which the task force activities are carried out as planned/intended, challenges experienced, and lessons learned.

4.3. The plan for monitoring the project will ensure the project components are implemented as intended. Data collection tools will be assessed and recommendations made for best practices, so that the most usable data will be available to complete required performance measurements. Each law enforcement partner has agreed to share project related data in accordance with the new laws about data sharing. VCSO is currently finalizing new data sharing protocols in adherence with the new legislation. The Project Evaluator will ensure data collection/evaluation, including baseline data, is completed as scheduled. VCSO and the PD partners are scheduled to transition data tracking protocols to NIBRS by the end of 2023 or early 2024. NIBRS enables the proposed project personnel to track the different types of theft within the scope of the project. EVALCORP will utilize required BSCC tools, as well as NIBRS data uploaded by all LE agencies to gather needed data (e.g., crime and arrest data; identified trends; social media posts for the public information campaign; court data (e.g., case outcomes); qualitative data from specific cases, including linkage to additional cases/crews/individuals; and anecdotal input from LE, retailers, and the public for entering into data sharing agreements, if necessary. The evaluator will review the organized theft data from partners to ensure data collection processes are working as planned. Parties Responsible for Collecting and Reporting Data: VCSO will be responsible for data collection and will ensure that all VCORT task force members upload their data to a common VCORT task force database, following the VCORT task force protocols developed for chosen data points.

4.5. The research design will allow for an assessment of whether the strategies implemented achieve the intended outcomes. If awarded, EVALCORP will document progress toward the required BSCC performance measures and planned measures. Data will be used to provide a feedback loop for continuous improvement and periodic assessment: 1) ORT and vehicle/part theft activity data will be collected monthly for quarterly reports assessing progress goals and objectives, 2) project effectiveness and concerns will be evaluated monthly at task force meetings to identify needed project adjustments, and 3) assessment data will be collected quarterly for annual reports.

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

[Project_Budget.xlsx](#)

SECTION V -
ATTACHMENTS

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

Project Work Plan (Appendix B)

[Project-Work-Plan-ORT.pdf](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[ORT_Appendix_D.pdf](#)

Local Impact Letter(s) (Appendix E)

[Ventura_County_Organized_Retail_Theft_Task_Force_-_Letters_of_Impact.pdf](#)

Letter(s) of Commitment, (Appendix F)

[Ventura_County_Organized_Retail_Theft_Task_Force_-_Letters_of_Commitment.pdf](#)

Policies Limiting Racial Bias

[Policies_Limiting_Racial_Bias.pdf](#)

Policies on Surveillance Technology

[Policies_on_Surveillance_Technology.pdf](#)

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

[ORT_Appendix_G.pdf](#)

OPTIONAL: Governing Board Resolution (Appendix H)

[ORT_Appendix_H-Resolution_DRAFT.docx](#)

OPTIONAL:
Bibliography

Bibliographical References in Order of Use

1. Nixle, (Feb 22, 2023). Sheriff Jim Fryhoff Releases 2022 Crime Statistics. <https://local.nixle.com/alert/9938551/>.
2. Childs, J. (Sep. 7, 2021). Catalytic converter theft in Ventura County: What you need to know. Ventura County Star.
3. Lowe, C. (May 30, 2023). The problem of organized retail crime: overstated or misunderstood? Loss Prevention Magazine.
4. Holland, B. (Jan. 14, 2022). Region Sees Uptick in Retail Crime. Pacific Coast Business Time. <https://www.pacbiztimes.com/2022/01/14/region-sees-uptick-in-retail-crime/>.
5. Webb, D. (Jul 11, 2022). 4 ways to combat organized retail crime through technology. Police1.com. <https://www.police1.com/police-products/traffic-enforcement/license-plate-readers/articles/4-ways-to-combat-organized-retail-crime-through-technology-Na4atBrrQljGB6Bc/>.
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7. Holland, B. (Jan. 18, 2022). Guilty pleas in perfume thefts as Ventura County authorities take action on retail crime. Pacific Coast Business Times.
8. The Port of Hueneme. (Dec 5, 2022). Historic \$10.4 Million to Electrify Auto Terminal. <https://www.portofhueneme.org/cmaq-shoreside-plug-in-grant-12-05-2022/>.
9. IBID #3
10. Orozco, L. (Mar 25, 2022). Eight arrested in connection with retail theft ring operating in Ventura County. KCLU.
11. IBID #5

CONFIDENTIALITY
NOTICE:

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

Appendix B: Project Work Plan

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

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

(1) Goal:	Reduce instances of organized retail theft (ORT) and vehicle parts theft by 50% by the end of award year three (3).		
Objectives (A., B., etc.)	A. Create a task force to coordinate investigations and prevention activities with every law enforcement agency in Ventura County. B. Coordinate a minimum of 75 high-visibility uniformed patrol officers in a minimum of four major retail shopping centers and vulnerable businesses during peak shopping days. C. Educate/train a minimum of 100 retailers in Ventura County through materials designed by Idea Engineering (NGO) to encourage theft mitigation and reporting.		
Process Measures and Outcome Measures:	Process Measures: Task force meeting minutes, law enforcement reimbursement records, activity logs (training), purchase orders. Outcome Measures: Number of ORT incidents reported quarterly, comparison between the number of ORT incidents when uniformed officers are and are not present, retailer training impact survey.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date

<ol style="list-style-type: none"> 1. Fund an investigator from each LE partner and equip each with a LE vehicle and necessary equipment, as measured by agency reimbursement records. 2. Use overt surveillance and electronic signage to dissuade crime in shopping and auto malls, as measured by signage use logs. 3. Use of pre-existing and new surveillance technology coupled with grant-funded technology to capture evidence of incidents and overtly deter organized retail, vehicle/parts, and cargo theft, as measured by technology use records. 4. Mobilize law enforcement officers on overtime to major shopping areas along the US Highway 101 Corridor, as measured by agency reimbursement records. 	Project Administrator	January 1, 2024	December 31, 2026
List data and sources to be used to measure outcomes: 1) signed letters of commitment from law enforcement agencies, 2) monthly overt surveillance logs, 3) quarterly impact reports on mall-related services, and 4) roster of mobilized law enforcement and financial record of reimbursement for personnel time for each law enforcement partner.			

(2) Goal:	Investigate all reported cases of organized retail theft (PPA1), vehicle/parts theft (PPA2), and cargo theft (PPA3).
Objectives (A., B., etc.)	<ol style="list-style-type: none"> A. Instigate a case management system for each reported crime (PPA 1, 2, and 3) through the assignment of each case to one of the project-funded LE detectives assigned from each LE agency to serve as a case manager. B. Collect data regarding suspects, days/times, actions, and modus operandi (MO) of organized retail theft and vehicle parts theft and develop criminal patterns and identify vulnerable business types and geographical areas.

	<p>C. Use a wide range of investigators and techniques to share information among all county and municipal law enforcement entities in Ventura County to identify organizations and criminal players related to ORT and vehicle/parts theft.</p> <p>D. Investigate any reported cargo theft.</p>		
Process Measures and Outcome Measures:	<p>Process Measures: Case assignment spread sheet, ORT case and suspect reports, log of investigative techniques used, list of cases investigated aggregated by type (e.g., cargo).</p> <p>Outcomes Measures: Quarterly reports on suspect profiles, suspect contacts, apprehensions, case outcomes.</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
<ol style="list-style-type: none"> 1. Complete an analysis of all retail theft, auto theft, and auto parts theft to establish patterns and suspect information. 2. The proposed VCSO Crime Analyst will develop heat maps that will guide surveillance and detectives to the areas most prone to these thefts. This information will be shared with all task force members. 3. Work closely with the Ventura County CHP Auto Theft Task Force (VenCatt) without supplanting resources. (PPA2). 4. Reach out to the Port of Hueneme security team to build a partnership to increase cargo theft reporting. 	Project Administrator, VCSO Crime Analyst, Sheriff Sergeant	No later than April 1, 2024	December 31, 2024
<p>List data and sources to be used to measure outcomes: 1) quarterly reports on criminal patterns, vulnerable businesses and geographical areas, including heat maps; 2) quarterly reports on data collected on suspects, days/times, actions, modus operandi, etc.; 3) quarterly reports on organizations and criminals suspected related to ORT, vehicle/parts, and cargo theft; and 4) quarterly reports/spreadsheets that document investigations and techniques used across all law enforcement partnerships.</p>			

(3) Goal:	Develop crime trends, actionable intelligence, and information to share with all county and municipal law enforcement entities in Ventura County as well as with retailers, as appropriate.		
Objectives (A., B., etc.)	A. Implement a program to track, store, and catalog information gathered related to organized retail theft, vehicle/parts theft, and cargo theft. B. Share the gathered information related to organized retail theft, vehicle parts, and cargo theft throughout the state by partnering with retail associations to provide education to retailers.		
Process Measures and Outcome Measures:	Process Measures: Crime analyst data tracking, storage, and information cataloging system, log of crime information sharing. Outcome Measures: number of suspects identified, investigated, contacted, apprehended as a result of actionable intelligence, qualitative input from Ventura County investigators as well as regional and state investigators.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Assign a crime analyst to the project. 2. Develop a system to track, store, and catalog information gathered related to organized retail theft and vehicle parts theft (e.g., dashboards for law enforcement, retailers, and the public). 3. Develop a system to track statewide communication about gathered information related to organized retail theft and vehicle parts theft.	Project Administrator, VCSO Crime Analyst, Sheriff Sergeant	January 1, 2024	December 31, 2026
List data and sources to be used to measure outcomes: 1) quarterly report analyst/case assignments; 2) quarterly report of information gathered related to ORT, vehicle/parts, and cargo theft; 3) quarterly report of statewide sharing of information gathered related to ORT, vehicle/parts, and cargo theft.			

(4) Goal:	Use technology funding to identify and track organized retail theft crews.
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Objectives (A., B., etc.)	A. Identify vehicles used by organized retail theft crews and track movements through automated license plate readers (ALPRs) or trackers. B. Identify and implement evidence-based communication techniques and devices to help identify and track organized retail theft crews. C. Use Cellular Communication Interception Technology (CCIT) to pinpoint locations of thefts and locations of stolen property.		
Process Measures and Outcome Measures:	Process Measures: Log of ALPRs use (e.g., hot list vehicle alerts), logs of CCIT (pings and pens), logs of training in and use of additional communication techniques. Outcome Measures: Quarterly reports of technology use and impact on the identification, tracking, pursuit, apprehension, arrest, etc. of suspects.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Purchase and install 100 ALPRs as per hot spot maps, gaps in the existing ALPRs mix, and at ingress and egress locations in high theft areas, which will include freeway on-ramps and off-ramps. We have budgeted for 100 ALPR locations. 2. Receive needed training and equipment related to selected evidence-based communication techniques. 3. Share information gathered through CCIT with appropriate partners and with the District Attorney's Office.	Project Administrator, Sheriff Sergeant and VCSO Service Technician	No later than April 1, 2024	December 31, 2026
List data and sources to be used to measure outcomes: 1) purchase record for ALPR, installment pattern, and quarterly report of use; 2) record of communication techniques used; and 3) quarterly reports on use and outcome of CCIT technology use on ORT, vehicle/parts, and cargo case investigations.			

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

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

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

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

Budget Line Item	Total
1. Salaries & Benefits	\$5,149,141.00
2. Services and Supplies	\$1,147,000.00
3. Professional Services or Public Agencies	\$4,047,400.00
4. Non-Governmental Organization (NGO) Subcontracts	\$200,000.00
5. Data Collection and Evaluation	\$450,000.00
6. Equipment/Fixed Assets	\$2,887,459.00
7. Financial Audit (Up to \$25,000)	\$0.00
8. Other (Travel, Training, etc.)	\$369,000.00
9. Indirect Costs	\$1,400,000.00
TOTAL	\$15,650,000.00

1a. Salaries & Benefits

Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
Project Administrator	(\$156,834/year x 1 FTE x 3 years = \$465,928) - 56% employee benefits	\$465,928.00
Detective (Sergeant)	(\$275,000/year x 1 FTE x 3 years = \$825,000) - 83% employee benefits	\$825,000.00
Detectives (Senior Deputy)	(\$239,343/year x 3 FTE x 3 years = \$2,154,087) - 86% employee benefits	\$2,154,087.00
Service Technician	(\$125,354/year x 1 FTE x 3 years = \$376,062) - 67% employee benefits	\$376,062.00
Crime Analyst	(\$146,888/year x 1 FTE x 3 years = \$440,664) - 56% employee benefits	\$440,664.00
Detective Supervisor Overtime	(\$110/hour x 530 hours/year x 3 years = \$174,900)	\$174,900.00
Detective Overtime	(\$95/hour x 2,500 hours/year x 3 years = \$712,500)	\$712,500.00
		\$0.00
TOTAL		\$5,149,141.00

1b. Salaries & Benefits Narrative:

Project Administrator: This item represents the salary and the employee benefits for the full-time Project Administrator who will be responsible for the day-to-day administration of the Ventura County Organized Retail Theft Task Force and task force activities. Specific responsibilities include: grant management, contract and subcontract due diligence, grant-related budgeting, and grant-related reporting. The Project Administrator will purchase, assign, and track grant-funded equipment and supplies, as well as deploy grant-funded technology. The Project Administrator will also coordinate investigations, high-visibility patrols, and covert operations with the impacted retail establishments throughout Ventura County.

Detective (Sergeant): This item represents the salary and the employee benefits for the full-time Detective (Sergeant) who will provide required supervision for the investigative team. The Detective (Sergeant) will lead, coordinate, and supervise operations and investigations and will be responsible for the risk assessment and legal review of each investigation to ensure successful cases are generated. The Detective (Sergeant) will also be responsible for ensuring that cases and operations comply with anti-discrimination and biased-based policing policies and practices.

Detectives (Senior Deputies): This item represents the salaries and the employee benefits for the three (3) Detectives (Senior Deputies) that will be assigned to grant-related activities and investigations. The Detectives (Senior Deputies) will review and evaluate all qualifying crimes and criminal activity for investigation, as well as focus on organized criminal enterprises that operate in Ventura County and are likely committing similar crimes throughout the region and/or the state of California.

Service Technician: This item represents the salary and the employee benefits for the full-time Service Technician who will specialize in the deployment, maintenance, and care of grant-funded equipment. A significant portion of grant funding will be used to purchase equipment to prevent, deter, and capture evidence of retail theft and organized retail theft. The Service Technician will ensure that the equipment is functional and deployed; and that storage of digital evidence is secure and within evidentiary guidelines.

Crime Analyst: This item represents the salary and the employee benefits for the full-time Crime Analyst who will review theft-related cases to establish patterns and probabilities. The Crime Analyst will also have expertise in finding data/information, cataloging data/information, and reporting data/information throughout the region and/or the state of California.

Detective Supervisor Overtime: This item represents overtime pay for additional detective supervisors that will be assigned to project-related activities and investigations.

Detective Overtime: This item represens overtime pay for additonal detectives that will be assigned to project-related activities and investigations.

2a. Services and Supplies

[illegible]

	TOTAL	\$1,147,000.00
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2b. Services and Supplies Narrative:

Pens and Pings: This item represents the "pens and pings" that will be used in organized retail theft investigations.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
Detectives (Police Sergeants)	(\$255,000/year x 1 FTE x 3 years = \$677,400) - 76% employee benefits	\$677,400.00
Detectives (Senior Police Officers)	(\$225,800/year x 2 FTE x 3 years = \$1,354,800) - 72% employee benefits	\$1,354,800.00
District Attorney Investigator	(\$275,000/year x 1 FTE x 3 years = \$825,000) - 83% employee benefits	\$825,000.00
Detective Supervisor Overtime	(\$110/hour x 1,180 hours/year x 3 years = \$389,400)	\$389,400.00
Detective Overtime	(\$95/hour x 2,810 hours/year x 3 years = \$800,800)	\$800,800.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$4,047,400.00

3b. Professional Services Narrative

Detectives (Police Sergeants): This item represents the salary and the employee benefits for the Detectives (Police Sergeants) who will provide required supervision for the investigative team. The Detectives (Police Sergeants) will lead, coordinate, and supervise operations and investigations and will be responsible for the risk assessment and legal review of each investigation to ensure successful cases are generated. The Detectives (Police Sergeants) will also be responsible for ensuring that cases and operations comply with anti-discrimination and biased-based policing policies and practices.

District Attorney Investigator: This item represents the salary and the employee benefits for the full-time District Attorney Investigator (Ventura County District Attorney's Office) who will review and evaluate all qualifying crimes and criminal activity for investigation, as well as focus on organized criminal enterprises that operate in Ventura County and are likely committing similar crimes throughout the region and/or the state of California.

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
Idea Engineering Subcontract	(\$200,000/comprehensive project x 1 comprehensive project = \$200,000)	\$200,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$200,000.00

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

Idea Engineering Subcontract: This item represents the subcontract with Idea Engineering. Idea Engineering (a local non-governmental organization) will prepare task force materials (e.g., posters, flyers, brochures, etc.); create a "retail theft prevention" advertisement campaign; and develop an "organized retail theft" prevention and safety training for retail establishments.

5a. Data Collection and Evaluation

Description of Data Collection and Evaluation	Calculation for Expense	Total
EEVALCORP Subcontract	(\$450,000/evaluation of comprehensive project x 1 evaluation of comprehensive project = \$450,000)	\$450,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

		\$0.00
		\$0.00
TOTALS		\$450,000.00
5b. Data Collection and Evaluation Narrative		
<p><i>Evalcorp Subcontract: This item represents the subcontract with Evalcorp for project evaluation services. Evalcorp will serve as the external evaluator for the proposed project and will provide a wide range of data collection, tabulation, management, analysis, and reporting services associated with the Ventura County Organized Retail Theft Task Force and task force activities. Evalcorp will develop and implement the local evaluation plan, as well as complete all local evaluation reports.</i></p>		
6a. Equipment/Fixed Assets		
Description of Equipment/Fixed Assets	Calculation for Expense	Total
Undercover Vehicles	(\$55,000/vehicle x 9 vehicles = \$495,000)	\$495,000.00
Cellular Communications Interception Technology Device	(\$850,000/device x 1 device = \$850,000)	\$850,000.00
Overt Surveillance Camera Trailers	(\$50,000/trailer x 10 trailers = \$500,000)	\$500,000.00
Covert Surveillance Equipment	(\$50,000/year x 3 years = \$150,000)	\$150,000.00
Detective Work Stations	(\$20,000/work station x 10 work stations = \$200,000)	\$200,000.00
Detective Equipment	(\$2,122.95/ detective x 20 detectives = \$42,459)	\$42,459.00
SAS Program Module for CAU	(\$650,000/module x 1 module = \$650,000)	\$650,000.00
		\$0.00
TOTALS		\$2,887,459.00
6b. Equipment/Fixed Assets Narrative		
<p><i>Undercover Vehicles: This item represents the nine (9) vehicles that will be "law enforcement ready" and will be used by detectives for task force investigations.</i></p> <p><i>Cellular Communications Interception Technology Device: This item represents the Cellular Communications Interception Technology (CCIT) device that will be used in task force investigations. The device will be operated in compliance with all state and local laws and requirements; and will only be operated by individuals who have completed CCIT training.</i></p> <p><i>Overt Surveillance Camera Trailers: This item represents the ten (10) overt surveillance camera trailers that will be outfitted with surveillance cameras and deployed throughout Ventura County to assist in retail theft/organized retail theft deterrence activities.</i></p> <p><i>Covert Surveillance Equipment: This item represents covert surveillance equipment (e.g., audio surveillance equipment, GPS tracking equipment, vehicle tracking equipment, etc.) that will be used during task force investigations.</i></p> <p><i>Detective Work Stations: This item represents the work stations - desks, chairs, furnishings, computers, etc. - for participating detectives.</i></p> <p><i>Detective Equipment: This item represents the equipment for participating detectives.</i></p> <p><i>SAS Program Module for CAU: This item represents the SAS program module for criminal justice data integration and analytics that will be used by the Ventura County Organized Retail Theft Task Force for retail theft/organized retail theft investigations.</i></p>		
7a. Financial Audit		
Description	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00
7b. Financial Audit) Narrative:		
<p><i>There are no financial audit costs associated with the proposed project. The County of Ventura conducts a single audit of all agencies, programs, and grants each year, including all VCSO programs and grants. This audit is in compliance with all federal, state, and local regulations. This audit is conducted regardless of any grant funding, therefore, any costs associated with this audit are included in indirect costs.</i></p>		
8a. Other (Travel, Training, etc.)		
Description	Calculation for Expense	Total
Undercover Vehicle Operation and Maintenance	(\$16,000/vehicle x 9 vehicles = \$144,000)	\$144,000.00
Training	(\$7,500/task force member/year x 10 task force members x 3 years = \$225,000)	\$225,000.00
		\$0.00
		\$0.00
		\$0.00

		\$0.00
TOTAL		\$369,000.00
8b. Other (Travel, Training, etc.) Narrative:		
<i>Undercover Vehicle Operation and Maintenance: This item represents the costs associated with the ongoing operation of the nine (9) undercover detective vehicles that will be used for covert surveillance and other task force activities (e.g., fuel, routine maintenance, etc.).</i>		
<i>Training: This item represents ongoing training for task force members (e.g., covert surveillance strategies, non-covert surveillance strategies, information sharing, etc.).</i>		
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.	\$1,400,000	\$1,400,000
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<i>\$0</i>	
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>	<i>\$0</i>	
<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>	<i>TOTAL</i>	<i>\$1,400,000</i>
9b. Indirect Costs Narrative:		
<i>This item represents the indirect costs (e.g., audit, accounting, insurance, etc.) associated with the proposed project.</i>		



Ventura County **SHERIFF'S OFFICE**

Jim Fryhoff - Sheriff | John Reilly - Undersheriff

800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org



June 1, 2023

California Board of State and Community Corrections

2590 Venture Oaks Way

Suite 200

Sacramento, California 95833

Re: **Ventura County Organized Retail Theft Task Force**

To whom it may concern,

The Ventura County Sheriff's Office (lead public agency), in collaboration with other local law enforcement agencies from throughout Ventura County, will establish the **Ventura County Organized Retail Theft Task Force** to create a countywide network of law enforcement personnel dedicated to a reduction in all forms of organized retail theft (e.g., store merchandise theft, automobile theft, catalytic converter theft, etc.) in Ventura County. The task force will: provide vital theft-related outreach, education, and prevention services for local retail establishments; conduct increased law enforcement patrols, covert and non-covert surveillance, and related activities at or near local retail establishments; share intelligence leading to increased investigations, arrests, and prosecutions of organized retail theft perpetrators; and collaborate with other task forces (e.g., California Highway Patrol Organized Retail Crime Task Force, etc.).


It is anticipated that the activities of the **Ventura County Organized Retail Theft Task Force** will directly impact malls, outlet centers, and large stores from throughout Ventura County. The anticipated impacts to these retail establishments include:

- Improved "theft deterrent" signage posted at establishments
- Expanded and enhanced "theft deterrent" training provided at establishments
- Increased high-visibility law enforcement patrols at or near establishments
- Increased covert and non-covert surveillance at or near establishments
- Increased theft reports provided by establishments
- Decreased organized retail theft at establishments

The Ventura County Sheriff's Office will work closely and collaboratively with **Camarillo Premium Outlets/Simon Property Group** to minimize any unintentional adverse impacts. For example, the task force will develop a streamlined approach to reporting theft for retailers that will

result in decreased time allocated to this task for retailers. All needed training and technical assistance associated with this streamlined approach will be provided to **Camarillo Premium Outlets/Simon Property Group** at no cost to the impacted retailers and at times convenient to the impacted retailers.

Sincerely,



Sheriff James Fryhoff
Ventura County Sheriff's Office

John Best
General Manager



Ventura County SHERIFF'S OFFICE

Jim Fryhoff - Sheriff | John Reilly - Undersheriff

800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org



150
YEARS
OF SERVICE

June 1, 2023

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

Re: Ventura County Organized Retail Theft Task Force

To whom it may concern,

The Ventura County Sheriff's Office (lead public agency), in collaboration with other local law enforcement agencies from throughout Ventura County, will establish the **Ventura County Organized Retail Theft Task Force** to create a countywide network of law enforcement personnel dedicated to a reduction in all forms of organized retail theft (e.g., store merchandise theft, automobile theft, catalytic converter theft, etc.) in Ventura County. The task force will: provide vital theft-related outreach, education, and prevention services for local retail establishments; conduct increased law enforcement patrols, covert and non-covert surveillance, and related activities at or near local retail establishments; share intelligence leading to increased investigations, arrests, and prosecutions of organized retail theft perpetrators; and collaborate with other task forces (e.g., California Highway Patrol Organized Retail Crime Task Force, etc.).


It is anticipated that the activities of the **Ventura County Organized Retail Theft Task Force** will directly impact malls, outlet centers, and large stores from throughout Ventura County. The anticipated impacts to these retail establishments include:

- Improved "theft deterrent" signage posted at establishments
- Expanded and enhanced "theft deterrent" training provided at establishments
- Increased high-visibility law enforcement patrols at or near establishments
- Increased covert and non-covert surveillance at or near establishments
- Increased theft reports provided by establishments
- Decreased organized retail theft at establishments

The Ventura County Sheriff's Office will work closely and collaboratively with Steve Thomas BMW Inc. to minimize any unintentional adverse impacts. For example, the task force will develop a streamlined approach to reporting theft for retailers that will result in decreased time allocated to

this task for retailers. All needed training and technical assistance associated with this streamlined approach will be provided to Steve Thomas BMW Inc. at no cost to the impacted retailers and at times convenient to the impacted retailers.

Sincerely,



Sheriff James Fryhoff
Ventura County Sheriff's Office



Steve Thomas
Owner



Ventura County **SHERIFF'S OFFICE**

Jim Fryhoff - Sheriff | **John Reilly** - Undersheriff

800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org



150
YEARS
OF SERVICE

June 1, 2023

California Board of State and Community Corrections

2590 Venture Oaks Way

Suite 200

Sacramento, California 95833

Re: Ventura County Organized Retail Theft Task Force

To whom it may concern,

The Ventura County Sheriff's Office (lead public agency), in collaboration with other local law enforcement agencies from throughout Ventura County, will establish the **Ventura County Organized Retail Theft Task Force** to create a countywide network of law enforcement personnel dedicated to a reduction in all forms of organized retail theft (e.g., store merchandise theft, automobile theft, catalytic converter theft, etc.) in Ventura County. The task force will: provide vital theft-related outreach, education, and prevention services for local retail establishments; conduct increased law enforcement patrols, covert and non-covert surveillance, and related activities at or near local retail establishments; share intelligence leading to increased investigations, arrests, and prosecutions of organized retail theft perpetrators; and collaborate with other task forces (e.g., California Highway Patrol Organized Retail Crime Task Force, etc.).

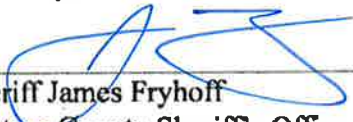
It is anticipated that the activities of the **Ventura County Organized Retail Theft Task Force** will directly impact malls, outlet centers, and large stores from throughout Ventura County. The anticipated impacts to these retail establishments include:

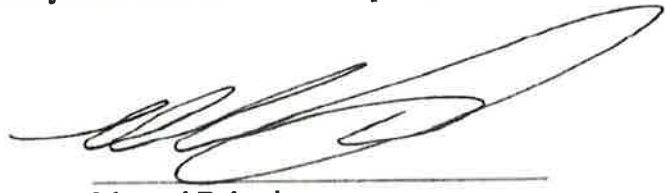
- Improved "theft deterrent" signage posted at establishments
- Expanded and enhanced "theft deterrent" training provided at establishments
- Increased high-visibility law enforcement patrols at or near establishments
- Increased covert and non-covert surveillance at or near establishments
- Increased theft reports provided by establishments
- Decreased organized retail theft at establishments

The Ventura County Sheriff's Office will work closely and collaboratively with **Ventura Transit System** to minimize any unintentional adverse impacts. For example, the task force will develop a streamlined approach to reporting theft for retailers that will result in decreased time allocated to

this task for retailers. All needed training and technical assistance associated with this streamlined approach will be provided to **Ventura Transit System** at no cost to the impacted retailers and at times convenient to the impacted retailers.

Sincerely,



Sheriff James Fryhoff
Ventura County Sheriff's Office

Masood Babaeian
CEO



Ventura County **SHERIFF'S OFFICE**

Jim Fryhoff - Sheriff | John Reilly - Undersheriff

800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org



June 1, 2023

California Board of State and Community Corrections

2590 Venture Oaks Way

Suite 200

Sacramento, California 95833

Re: Ventura County Organized Retail Theft Task Force

To whom it may concern,

The Ventura County Sheriff's Office (lead public agency), in collaboration with other local law enforcement agencies from throughout Ventura County, will establish the **Ventura County Organized Retail Theft Task Force** to create a countywide network of law enforcement personnel dedicated to a reduction in all forms of organized retail theft (e.g., store merchandise theft, automobile theft, catalytic converter theft, etc.) in Ventura County. The task force will: provide vital theft-related outreach, education, and prevention services for local retail establishments; conduct increased law enforcement patrols, covert and non-covert surveillance, and related activities at or near local retail establishments; share intelligence leading to increased investigations, arrests, and prosecutions of organized retail theft perpetrators; and collaborate with other task forces (e.g., California Highway Patrol Organized Retail Crime Task Force, etc.).

It is anticipated that the activities of the **Ventura County Organized Retail Theft Task Force** will directly impact malls, outlet centers, and large stores from throughout Ventura County. The anticipated impacts to these retail establishments include:

- Improved "theft deterrent" signage posted at establishments
- Expanded and enhanced "theft deterrent" training provided at establishments
- Increased high-visibility law enforcement patrols at or near establishments
- Increased covert and non-covert surveillance at or near establishments
- Increased theft reports provided by establishments
- Decreased organized retail theft at establishments


The Ventura County Sheriff's Office will work closely and collaboratively with **The Oaks Shopping Center** to minimize any unintentional adverse impacts. For example, the task force will develop a streamlined approach to reporting theft for retailers that will result in decreased time

allocated to this task for retailers. All needed training and technical assistance associated with this streamlined approach will be provided to **The Oaks Shopping Center** at no cost to the impacted retailers and at times convenient to the impacted retailers.

Sincerely,



Sheriff James Fryhoff
Ventura County Sheriff's Office



Lucia Minaya
General Manager



Ventura County **SHERIFF'S OFFICE**

Jim Fryhoff - Sheriff | John Reilly - Undersheriff
800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org



150
YEARS
OF SERVICE

June 1, 2023

California Board of State and Community Corrections

2590 Venture Oaks Way
Suite 200
Sacramento, California 95833

Re: Ventura County Organized Retail Theft Task Force

To whom it may concern,

The Ventura County Sheriff's Office (lead public agency), in collaboration with other local law enforcement agencies from throughout Ventura County, will establish the **Ventura County Organized Retail Theft Task Force** to create a countywide network of law enforcement personnel dedicated to a reduction in all forms of organized retail theft (e.g., store merchandise theft, automobile theft, catalytic converter theft, etc.) in Ventura County. The task force will: provide vital theft-related outreach, education, and prevention services for local retail establishments; conduct increased law enforcement patrols, covert and non-covert surveillance, and related activities at or near local retail establishments; share intelligence leading to increased investigations, arrests, and prosecutions of organized retail theft perpetrators; and collaborate with other task forces (e.g., California Highway Patrol Organized Retail Crime Task Force, etc.).

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- Increased high-visibility law enforcement patrols at or near establishments
- Increased covert and non-covert surveillance at or near establishments
- Increased theft reports provided by establishments
- Decreased organized retail theft at establishments

The Ventura County Sheriff's Office will work closely and collaboratively with **The Target Corporation** to minimize any unintentional adverse impacts. For example, the task force will develop a streamlined approach to reporting theft for retailers that will result in decreased time

allocated to this task for retailers. All needed training and technical assistance associated with this streamlined approach will be provided to **The Target Corporation** at no cost to the impacted retailers and at times convenient to the impacted retailers.

Sincerely,



Sheriff James Fryhoff
Ventura County Sheriff's Office

Ashley Leonard
Assets Protection Director



Ventura County **SHERIFF'S OFFICE**

Jim Fryhoff - Sheriff | **John Reilly** - Undersheriff

800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 |
VenturaSheriff.org



150
YEARS
OF SERVICE

May 31, 2023

Board of State and Community Corrections
2590 Ventura Oaks Way #200
Sacramento, CA 95833

RE: Support of Ventura County Organized Retail Theft Task Force

The Ventura County Sheriff's Office is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County along with the District Attorney's Office and Ventura County Probation Agency. Through a collaborative effort, we will aggressively investigate these thefts that plague our communities and focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

The Ventura County Sheriff's Office will support the task force through dedicated personnel, combined agency theft deterrent operations, and sharing of intelligence. Currently, the collaborative efforts of multiple agencies within Ventura County work closely together as part of numerous drug, violent crime, and community supportive task forces. These preexisting relationships coupled with common goals and values will make this partnership successful as well. Along with our personnel dedicated to the task force, other resources and investigators will be made available to ensure the program is successful. Through our collaborative efforts focused on Ventura County, we anticipate lower crime throughout the county and regionally as these theft crews are identified and prosecuted.

The Ventura County Sheriff's Office has policies preventing Bias Based Policing and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

A blue ink handwritten signature, appearing to read "Jim Fryhoff", is written over a light blue circular stamp.

Jim Fryhoff
Sheriff



VENTURA POLICE DEPARTMENT

Protect, serve, and problem-solve with our community

DARIN SCHINDLER
Chief of Police

DAVID DICKEY
Assistant Chief

May 31, 2023

Board of State and Community Corrections
2590 Ventura Oaks Way #200
Sacramento, CA 95833

RE: Support of Ventura County Organized Retail Theft Task Force

The Ventura Police Department is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County along with the District Attorney's Office and Ventura County Probation Agency. Through a collaborative effort, we will aggressively investigate these thefts that plague our communities and focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

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The Ventura Police Department has policies preventing Bias Based Policing and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

Darin Schindler
Chief of Police



OXNARD POLICE DEPARTMENT

Protecting Our Community with Exceptional Service

CHIEF OF POLICE

Jason Benites

ASSISTANT POLICE CHIEF

Denise S. Morehouse

ASSISTANT POLICE CHIEF

Christopher Williams

251 SOUTH C STREET, OXNARD, CALIFORNIA 93030-5789 * (805) 385-7600 * <http://oxnardpd.org>

May 31, 2023

Board of State and Community Corrections
2590 Ventura Oaks Way #200
Sacramento, CA 95833

RE: Support of Ventura County Organized Retail Theft Task Force

The Oxnard Police Department is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County along with the District Attorney's Office and Ventura County Probation Agency. Through a collaborative effort, we will aggressively investigate these thefts that plague our communities and focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

The Oxnard Police Department will support the task force through combined agency theft deterrent operations, and sharing of intelligence. Currently, the collaborative efforts of multiple agencies within Ventura County work closely together as part of numerous drug, violent crime, and community supportive task forces. These preexisting relationships coupled with common goals and values will make this partnership successful as well. Resources and investigators will be made available to ensure the program is successful. Through our collaborative efforts focused on Ventura County, we anticipate lower crime throughout the county and regionally as these theft crews are identified and prosecuted.

The Oxnard Police Department has policies preventing Bias Based Policing and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

Jason Benites
Chief of Police



CITY OF PORT HUENEME

May 31, 2023

Board of State and Community Corrections
2590 Ventura Oaks Way #200
Sacramento, CA 95833

RE: Support of Ventura County Organized Retail Theft Task Force

The Port Hueneme Police Department is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County along with the District Attorney's Office and Ventura County Probation Agency. Through a collaborative effort, we will aggressively investigate these thefts that plague our communities and focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

The Port Hueneme Police Department will support the task force through dedicated personnel, combined agency theft deterrent operations, and sharing of intelligence. Currently, the collaborative efforts of multiple agencies within Ventura County work closely together as part of numerous drug, violent crime, and community supportive task forces. These preexisting relationships coupled with common goals and values will make this partnership successful as well. Along with our personnel dedicated to the task force, other resources and investigators will be made available to ensure the program is successful. Through our collaborative efforts focused on Ventura County, we anticipate lower crime throughout the county and regionally as these theft crews are identified and prosecuted.

The Port Hueneme Police Department has policies preventing Bias Based Policing and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

Robert Albertson

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

Chief of Police (Interim)



SANTA PAULA
POLICE DEPARTMENT

"Committed to Community Service"
DON AGUILAR | CHIEF OF POLICE

May 31, 2023

Board of State and Community Corrections
2590 Ventura Oaks Way #200
Sacramento, CA 95833

RE: Support of Ventura County Organized Retail Theft Task Force

The Santa Paula Police Department is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County along with the District Attorney's Office and Ventura County Probation Agency. Through a collaborative effort, we will aggressively investigate these thefts that plague our communities and focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

The Santa Paula Police Department will support the task force through dedicated personnel, combined agency theft deterrent operations, and sharing of intelligence. Currently, the collaborative efforts of multiple agencies within Ventura County work closely together as part of numerous drug, violent crime, and community supportive task forces. These preexisting relationships coupled with common goals and values will make this partnership successful as well. Along with our personnel dedicated to the task force, other resources and investigators will be made available to ensure the program is successful. Through our collaborative efforts focused on Ventura County, we anticipate lower crime throughout the county and regionally as these theft crews are identified and prosecuted.

The Santa Paula Police Department has policies preventing Bias Based Policing and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

A handwritten signature in blue ink, appearing to read "Don Aguilar", written over a white background.

Don Aguilar
Chief Of Police



CITY OF SIMI VALLEY

Home of The Ronald Reagan Presidential Library

POLICE DEPARTMENT

Charles Steven Shorts, Chief of Police

June 13, 2023

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

RE: Letter of Intent in Support of the Ventura County Organized Retail Theft Task Force

The Simi Valley Police Department is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County along with the District Attorney's Office and Ventura County Probation Agency. Through a collaborative effort, we will aggressively investigate the thefts that plague our communities and focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

The Simi Valley Police Department will support the task force through dedicated personnel, combined agency theft deterrent operations, and sharing of intelligence. Currently, the collaborative efforts of multiple agencies within Ventura County work closely together as part of numerous drug, violent crime, and community supportive task forces. These preexisting relationships coupled with common goals and values will make this partnership successful as well. Along with our personnel dedicated to the task force, other resources and investigators will be made available to ensure the program is successful. Through our collaborative efforts focused on Ventura County, we anticipate lower crime throughout the county and regionally, as these theft crews are identified and prosecuted.

The Simi Valley Police Department has policies preventing Bias Based Policing, and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

Charles Steven Shorts
Chief of Police



Channel Islands

CALIFORNIA STATE UNIVERSITY

DIVISION OF BUSINESS & FINANCIAL AFFAIRS

University Police Department



May 31, 2023

Board of State and Community Corrections
2590 Ventura Oaks Way #200
Sacramento, CA 95833

RE: Support of Ventura County Organized Retail Theft Task Force

The California State University Channel Islands Police Department is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County along with the District Attorney's Office and Ventura County Probation Agency. Through a collaborative effort, we will aggressively investigate these thefts that plague our communities and focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

The California State University Channel Islands Police Department will support the task force through dedicated personnel, combined agency theft deterrent operations, and sharing of intelligence. Currently, the collaborative efforts of multiple agencies within Ventura County work closely together as part of numerous drug, violent crime, and community supportive task forces. These preexisting relationships coupled with common goals and values will make this partnership successful as well. Along with our personnel dedicated to the task force, other resources and investigators will be made available to ensure the program is successful. Through our collaborative efforts focused on Ventura County, we anticipate lower crime throughout the county and regionally as these theft crews are identified and prosecuted.

The California State University Channel Islands Police Department has policies preventing Bias Based Policing and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

Drake Massey
Chief Of Police

One University Drive, Camarillo, California 93012-8599 Tel: (805) 437-8444 Fax: (805) 437-8440 www.csuci.edu

A campus of The California State University • Bakersfield • Channel Islands • Chico • Dominguez Hills • East Bay • Fresno • Fullerton • Humboldt • Long Beach • Los Angeles
Maritime Academy • Monterey Bay • Northridge • Pomona • Sacramento • San Bernardino • San Diego • San Francisco • San Jose • San Luis Obispo • San Marcos • Sonoma • Stanislaus



OFFICE OF THE DISTRICT ATTORNEY

COUNTY OF VENTURA, STATE OF CALIFORNIA

BUREAU OF INVESTIGATION

ERIK NASARENKO
District Attorney

LISA O. LYYTIKAINEN
Chief Assistant District Attorney

SCOTT WHITNEY
Chief Investigator

CLOYCE J. CONWAY
Deputy Chief Investigator

May 31, 2023

Board of State and Community Corrections
2590 Ventura Oaks Way #200
Sacramento, CA 95833

RE: Support of Ventura County Organized Retail Theft Task Force

The Ventura County District Attorney's Bureau of Investigation is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County and the Ventura County Probation Agency. Through a collaborative effort, we will aggressively investigate these thefts that plague our communities and focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

The Ventura County District Attorney's Bureau of Investigation will support the task force through dedicated personnel, combined agency theft deterrent operations, and sharing of intelligence. Currently, the collaborative efforts of multiple agencies within Ventura County work closely together as part of numerous drug, violent crime, and community supportive task forces. These preexisting relationships coupled with common goals and values will make this partnership successful as well. Along with our personnel dedicated to the task force, other resources and investigators will be made available to ensure the program is successful. Through our collaborative efforts focused on Ventura County, we anticipate lower crime throughout the county and regionally as these theft crews are identified and prosecuted.

The Ventura County District Attorney's Bureau of Investigation has policies preventing Bias Based Policing and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Whitney", is positioned above the printed name and title.

Scott Whitney
Chief Investigator



COUNTY OF VENTURA PROBATION AGENCY

June 28, 2023
Board of State and Community Corrections
2590 Ventura Oaks Way #200
Sacramento, CA 95833

RE: Support of Ventura County Organized Retail Theft Task Force

The Ventura County Probation Agency is committed to supporting the Ventura County Organized Retail Theft Task Force in partnership with every law enforcement agency in Ventura County along with the District Attorney's Office. Through a collaborative effort, thefts that plague our communities will be aggressively investigated and there will be a strong focus on disrupting theft groups that conspire to steal, distribute, and sell stolen goods. These theft groups often work regionally or move throughout the state to avoid detection, arrest, and prosecution. By working together, we can ensure that every area of the county will benefit from the work of the Ventura County Organized Retail Theft Task Force.

The Ventura County Probation Agency will support the task force through dedicated personnel, combined agency theft deterrent operations, and sharing of intelligence. Currently, the collaborative efforts of multiple agencies within Ventura County work closely together as part of numerous drugs, violent crime, and community supportive task forces. These preexisting relationships coupled with common goals and values will make this partnership successful as well. Along with our personnel dedicated to the task force, other resources and investigators will be made available to ensure the program is successful. Through our collaborative efforts focused on Ventura County, we anticipate lower crime throughout the county and regionally as these theft crews are identified and prosecuted.

The Ventura County Probation Agency has policies preventing biased probation work and a practice that every member of the community is treated fairly, professionally, and with respect. We are committed to abiding by policies and laws limiting the use of surveillance technology for official investigative purposes and to prevent crime. Any additional technology purchased through the grant will be used solely to support the goals of the task force and investigate crime.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gina Johnson", is written over the word "Sincerely,".

Gina Johnson
Interim Chief Probation Officer
Ventura County Probation Agency
800 S. Victoria Ave.
Ventura, CA 93009



COUNTY of VENTURA
COUNTY EXECUTIVE OFFICE

Sevet Johnson, PsyD
County Executive Officer

Mike Pettit
Assistant County Executive Officer

Kaye Mand
County Chief Financial Officer

Shawn Atin
Assistant County Executive
Officer/
Human Resources Director
Labor Relations

June 1, 2023

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

Re: Ventura County Organized Retail Theft Task Force

To Whom It May Concern,

The County of Ventura will be applying for the Organized Retail Theft Prevention Grant funded by California State Senate Bill 154. The County will be creating the Ventura County Organized Retail Theft Task Force as a collaborative effort of the Ventura County Sheriff's Office, Ventura County Probation Agency, and the Bureau of Investigation of the Ventura County District Attorney's Office. The task force will also be made up of personnel from every local police department in the county to include the Oxnard Police Department, Port Hueneme Police Department, Santa Paula Police Department, Simi Valley Police Department, Ventura Police Department, Ventura County Community College District Police Department, and the California State University Channel Islands Police Department. All of these agencies will be joining the County of Ventura in one application for funding. **I am designating the Ventura County Sheriff's Office as the Lead Public Agency.**

Ventura County, like other cities and counties throughout the state, has seen a dramatic increase in organized retail theft and auto component theft over the last few years. Our county is home to numerous large retail shopping centers, auto malls, and other highly targeted areas for these criminal enterprises. Our Country's geographic location and major state highways also make us a convenient target to these groups that move quickly through areas during their crime sprees. This collaborative approach will join resources throughout the county to prevent crime, investigate local organized retail theft cases, and share data regionally to identify and prosecute these groups.

The Ventura County Sheriff's Office is highly experienced in task force operations coordination of resources to maintain strong partnerships with our other law enforcement agencies, the community, and our businesses to prevent crime. The Ventura County Organized Retail Theft Task Force is capable and prepared to manage these grant funds to benefit the residents of Ventura County as well as the State of California.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sevet Johnson', written over a horizontal line.

Dr. Sevet Johnson
County Executive Officer

Bias-Based Policing

401.1 PURPOSE AND SCOPE

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

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

401.1.1 DEFINITIONS

Definitions related to this policy include:

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

401.2 POLICY

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

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

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

401.3.1 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE

The Professional Standards Bureau Commander shall ensure that all data required by the Department of Justice (DOJ) regarding complaints of racial bias against deputies is collected and reported annually to DOJ (Penal Code § 13012; Penal Code § 13020).

401.3.2 CALIFORNIA RELIGIOUS FREEDOM ACT

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

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

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Bias-Based Policing

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

401.3.3 RACIAL IDENTITY PROFILING ACT (RIPA)

Department members shall collect and report data for all individuals detained or searched during a call for service or self-initiated activity, in accordance with the Racial and Identity Profiling Act (Government Code § 12525.5).

This data shall be collected through the department developed application that can be found on department issued electronic equipment and should be submitted upon completion of the activity and unless prior approved, prior to the end of shift.

Field Supervisors shall review and ensure that personal identifying information is not included in the RIPA information prior to approval. Approval of RIPA data shall be completed in most cases prior to the end of shift.

401.4 TRAINING

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

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

401.5 MEMBER RESPONSIBILITIES

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

401.6 SUPERVISOR RESPONSIBILITIES

Supervisors shall handle any alleged or observed violation of this policy in accordance with the Personnel Complaints Policy.

AUTOMATED LICENSE PLATE READERS (ALPRs)

429.1 PURPOSE AND SCOPE

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

ALPR technology allows for the automated detection of license plates. It is used by the Ventura County Sheriff's Office to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

429.1.1 ADMINISTRATION

All installations and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Operations Assistant Sheriff. The Operations Assistant Sheriff will assign personnel to administer the day-to-day operation of the ALPR equipment and data.

The Professional Standards Captain, in conjunction with the ALPR oversight manager, shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code Section 1798.90.5 This shall include:

- (a) A description of the job title or other designation of the employees and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code Section 1798.90.52.
- (e) The title and name of the current designee overseeing the ALPR operation.
- (f) Ensuring retention and destruction of ALPR data is compliant with the records retention policy.
- (g) Ensuring this policy and related procedures are posted on the department's website.

429.2 ALPR OPERATION

Use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow other to use, the equipment or database records for any unauthorized purpose. (Civil Code Section 1798.90.51 & 1798.90.53):

- (a) Designated Sworn and Professional staff trained on the use of ALPR may gather data using this technology.

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AUTOMATED LICENSE PLATE READERS (ALPRs)

- (b) Only designated staff engaged in official duties, conducting audits of ALPR, or database maintenance will have access to ALPR data.
- (c) An ALPR shall only be used for official and legitimate law enforcement business.
- (d) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (e) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (f) No member of this department shall operate ALPR equipment or access ALPR data without first completing department approved training.
- (g) No ALPR operator may access department, state or federal data unless authorized to do so.
- (h) Deputies **shall** visually verify the vehicle's license plate to ensure the ALPR read the plate correctly. Deputies **shall** confirm the alert/want is still active with Sheriff's Dispatch prior to stopping a vehicle based upon the LPR alert alone.
- (i) In the event that an ALPR misreads a license plate, the operator of that system shall notify the Crime Analysis Unit to correct the data. The Crime Analysis Unit is charged with correcting data errors.

429.3 ALPR DATA COLLECTION AND RETENTION

The ALPR Server will be set to retain data for five (5) years, unless it is being used for a criminal or civil action. When data is retained for this purpose the data shall be maintained until the disposition of the case, including any appeal or administrative due process periods. In these circumstances the data should be removed from the server and stored on portable media and appropriately booked/retained.

429.4 ACCOUNTABILITY AND SAFEGUARDS

All saved data will be closely safeguarded and protected by both procedural and technological means. The Ventura County Sheriff's Office will observe the following safeguards regarding access to and use of the stored data:

- (a) All stored ALPR data shall only be accessible through a login/password-protected process capable of documenting all access to the information by user, date and time (Civil Code Section 1798.90.52)
- (b) ALPR system audits should be conducted on a regular basis.

429.5 TRAINING

The ALPR oversight manager shall ensure that employees receive department-approved training to use or access the ALPR system (Civil Code Section 1798.90.51 & 1798.90.53).

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AUTOMATED LICENSE PLATE READERS (ALPRs)

429.6 PRIVACY STATEMENT & POLICY

The Policy of the Ventura County Sheriff's Office is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public. All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open, nor available, to the public for review.

429.7 RELEASING ALPR DATA

The Ventura County Sheriff's Office shares ALPR data with other law enforcement agencies upon the execution of an inter-agency agreement by which each agency agrees that all ALPR data will be gathered, accessed, utilized and disclosed in accordance with applicable law. Each agency, by way of the agreement, further commits to the following;

- (a) ALPR data shall only be accessible to authorized users for legitimate purposes.
- (b) Audits shall be conducted and maintained by each agency as defined by their department's policy.

The Ventura County Sheriff's Office does not share ALPR data with commercial or private entities.

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Facial Recognition

- (d) When an individual is under arrest and their identity is needed to determine whether he or she has previously been arrested and charged with a crime.
- (e) Occasionally, surveillance video or photos of suspects are of such quality that photographs may be taken of the surveillance footage and submitted via the mobile application.

Any individual that refuses to be photographed shall neither be physically forced to do so nor will they be subject to arrest for their refusal.

Investigative Desktop Searches. Advanced searches through the desktop application allow a user to extract facial images from video or photo's, manipulate the angle of a face and/or enhance facial features. These types of searches are conducted only by individuals, typically in Crime Analysis, who have received specialized training that is in addition to the training received for field users. Investigative searches may be conducted in one of the following circumstances:

- (a) When there is reasonable suspicion that the suspect to be searched has committed a crime.
- (b) When the person to be searched is believed to be a victim or witness of a crime.

428.5 RELEASING FACIAL RECOGNITION DATA TO ALLIED AGENCIES

The Ventura County Sheriff's Office shares photos stored in the facial recognition database with other law enforcement agencies upon the execution of an inter-agency agreement by which each agency agrees:

- (a) Facial recognition data shall be available only to authorized users for legitimate law enforcement purposes.
- (b) Reasonable efforts will be made to ensure the accuracy of its data.
- (c) Audit trails shall be maintained by each agency as defined by their policy.

APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster

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

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

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

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

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

Completing the NGO Assurance (Following Page)

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

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

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

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

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

Grantee:

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

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

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

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