STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

SCO ID:5227-BSCC-1170-23

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC 1170- 23	

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
San Francisco Police Department

2. The term of this Agreement is:

START DATE
OCTOBER 1, 2023

THROUGH END DATE
JUNE 1, 2027

3. The maximum amount of this Agreement is:
$15,326,301.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Prevention Grant Program Grant Proposal	66
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	1
Appendix B	Grantee Assurance for Non-Governmental Organizations	2

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1245 3rd Street, 6th Floor	San Francisco	CA	94158
PRINTED NAME OF PERSON SIGNING	TITLE		
William Scott	Chief of Police		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
✍ William Scott	09/27/2023		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
COLLEEN CURTIN	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
✍			

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

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 San Francisco Police Department (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Organized Retail Theft Grant Program was established in Senate Bill 154 (SB 154) (Chapter 43, Statutes of 2022). Organized Retail Theft Grant Program funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:
Name: William Scott
Title: Chief of Police
Address: 1245 3rd Street, 6th Floor, San Francisco CA 94158
Phone: 415-837-7000
Email: sfpdchief@sfgov.org

Designated Financial Officer authorized to receive warrants:
Name: Patrick Leung
Title: Chief Financial Officer
Address: 1245 3rd Street, 6th Floor, San Francisco CA 94158
Phone: 415-837-7213
Email: patrick.n.leung@sfgov.org

Project Director authorized to administer the project:
Name: Ryan Kao
Title: Director of Crime Strategies
Address: 1245 3rd Street, 6th Floor, San Francisco CA 94158
Phone: 415-837-7290
Email: ryan.kao@sfgov.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	Due no later than:
1. October 1, 2023 to December 31, 2023	February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026
13. October 1, 2026 to December 31, 2026	February 15, 2027

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

C. Other	Due no later than:
Financial Audit Report	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:	Due no later than:
1. October 1, 2023 to December 31, 2023	February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026
13. October 1, 2026 to December 31, 2026	February 15, 2027

Final Invoicing Periods*:	Due no later than:
14. January 1, 2027 to March 31, 2027	May 15, 2027
15. April 1, 2027 to June 1, 2027	August 15, 2027

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

B. All project expenses must be incurred by the end of the project activity period, December 31, 2026, and included on the final invoice due February 15, 2027. Project expenditures incurred after December 31, 2026 will not be reimbursed.

C. The Final Local Evaluation Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed 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	$8,288,400
2. Services and Supplies	$174,326
3. Professional Services or Public Agency Subcontracts	$0
4. Non-Governmental Organization (NGO) Subcontracts	$0
5. Data Collection and Evaluation	$500,000
6. Equipment/Fixed Assets	$5,928,690
7. Financial Audit (Up to $25,000)	$25,000
8. Other (Travel, Training, etc.)	$159,885
9. Indirect Costs	$250,000
TOTALS	$15,326,301

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

San Francisco Police Department

07/07/2023

by **Ryan Kao** in **Organized Retail Theft Prevention Grant Program**

ryan.kao@sfgov.org

id. 41335681

Original Submission

07/07/2023

	The Organized Retail Theft (ORT) Prevention Grant Program Application is divided into five (5) sections as identified below: Background Information Contact Information Program Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions requiring a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the ORT Prevention Grant Program Proposal Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the ORT Prevention Grant Program Application. The ORT Prevention Grant Proposal Instruction Packet is available on the Board of State and Community Corrections (BSCC) website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.
SECTION I - BACKGROUND INFORMATION	**This section requests information about the applicant's name, location, mailing address, and tax identification number.**
Name of Applicant (i.e., Police Department, Sheriff's Department, or Probation Department)	**San Francisco Police Department**
Multi-Agency Partnerships Information (if applicable)	**Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.**
Multi-Agency Partnerships	**No: This is not a Multi-Agency Partnership Application**
Lead Public Agency Information	**All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant's city or county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with other local government agency partners and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person), and will serve as the primary point of contact with the BSCC.**
Lead Public Agency	**San Francisco Police Department**

Applicant's Physical Address	**1245 3rd Street** **San Francisco** **CA** **94158** **US**
Applicant's Mailing Address (if different than the physical address)	n/a
Mailing Address for Payment	**1245 3rd Street, 6th Floor** **San Francisco** **CA** **94158** **US**
Tax Identification Number	**94-6000417**
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	**Ryan** **Kao**
Project Director's Title with Agency/Department/Organization	**Director of Crime Strategies**
Project Director's Physical Address	**1245 3rd Street** **San Francisco** **CA** **94158** **US**
Project Director's Email Address	**ryan.kao@sfgov.org**
Project Director's Phone Number	**+14158377290**
Financial Officer	**Patrick** **Leung**
Financial Officer's Title with Agency/Department/Organization	**Chief Financial Officer**
Financial Officer's Physical Address	**1245 3rd Street** **San Francisco** **CA** **94158** **US**
Financial Officer's Email Address	**patrick.n.leung@sfgov.org**
Financial Officer's Phone Number	**+14158377213**

Day-To-Day Program Contact	**Ryan Kao**
Day-To-Day Program Contact's Title	**Director of Crime Strategies**
Day-To-Day Program Contact's Physical Address	**1245 3rd Street San Francisco CA 94158 US**
Day-To-Day Program Contact's Email Address	**ryan.kao@sfgov.org**
Day-To-Day Program Contact's Phone Number	**+14158377290**
Day-To-Day Fiscal Contact	**Katie Lee**
Day-To-Day Fiscal Contact's Title	**Grants Manager**
Day-To-Day Fiscal Contact's Physical Address	**1245 3rd Street San Francisco CA 94158 US**
Day-To-Day Fiscal Contact's Email Address	**katie.a.lee@sfgov.org**
Day-To-Day Fiscal Contact's Phone Number	**+14158377208**
Name of Authorized Officer	**William Scott**
Authorized Officer's Title	**Chief of Police**
Authorized Officer's Physical Address	**1245 3rd Street San Francisco CA 94158 US**
Authorized Officer's Email Address	**sfpdchief@sfgov.org**
Authorized Officer's Phone Number	**+14158377000**
Authorized Officer Assurances	**checked**

SECTION III - PROGRAM INFORAMTION	**This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.**
Project Title	**Suppression of Organized Retail Crime and Motor Vehicle Accessory Theft in San Francisco**
Proposal Summary	**The San Francisco Police Department seeks grant funding to support proactive policing operations targeting organized retail crime and motor vehicle accessory (catalytic converter) theft. Funds will support blitz operations, training, equipment, community engagement, and more, focusing on organized retail crime in the Union Square commercial district, fencing activity supporting organized retail crime in the Mid-Market district, organized retail crime at neighborhood hotspots, and citywide catalytic converter theft. Efforts will be directed in partnership with the San Francisco District Attorney and California Highway Patrol.**
PROGRAM PURPOSE AREAS	**Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.**
Program Purpose Areas (PPAs):	**PPA 1: Organized Retail Theft** **PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft**
Funding Category Information	**Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to $6,125,000 in the Medium Scope category OR up to $15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to $24,500,000 o $6,125,000 (Medium Scope Max) x 4 (# of Agencies) = $24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to $31,300,000 o $15,650,000 (Large Scope Max x 2 (# of Agencies) = $31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.**
Funding Category	**Large Scope (Up to $15,650,000)**
SECTION IV - PROPOSAL NARRATIVE AND BUDGET	**This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.**

Proposal Narrative Instructions	**The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the ORT Prevention Grant Instruction Packet (refer to pages 20-24). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not may not exceed 6,711 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately three (3) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not may not exceed 11,185 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately five (5) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the ORT Prevention Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the ORT Prevention Grant Proposal Instruction Packet (refer to page 15).**
Project Need	**Needs to be Addressed:** **The City and County of San Francisco is presently facing an epidemic of organized retail theft (ORT) and organized motor vehicle accessory theft, specifically of catalytic converters. Organized retail thieves cause direct and significant damage to businesses in the City's prime commercial district, Union Square, contributing to numerous high-profile businesses ceasing operations or relocating. The brazen nature of these thefts, compounded by viral videos of particularly egregious theft incidents, erodes both store employee and customer confidence and safety, further reducing economic activity both in the Union Square district and throughout the City.** **Need: comprehensive suppression of organized retail crime in the Union Square commercial district is critical to protecting the economic welfare of San Francisco.** **ORT also affects countless local businesses throughout the City, including critical businesses in primarily residential districts of San Francisco. Residential districts may be served by only a handful of core groceries or pharmacies, and should any one of those cease operations in whole or in part to organized retail crime, the residents of those neighborhoods may be forced to travel long distances to secure necessary goods or services. Those residents with limited mobility due to health or age, or limited mobility due to socioeconomic factors, are particularly affected.** **Need: targeted suppression of organized retail crime at localized hotspots or critical neighborhood businesses is essential to protecting residents' livelihoods, health, and independence and ensuring an equitable distribution of law enforcement resources.** **ORT in Union Square has given rise to a large open-air market for stolen**

property centering around the nearby intersection of 7th and Market, also referred to as Mid-Market. ORT thieves are known to bring their stolen property to Mid-Market for fencing where street-level fences will purchase the stolen property and then resell the stolen property to larger fences.

Mid-Market fencing activity fuels ORT by providing an easy outlet for thieves to convert their stolen property to cash, which directly incentivizes further theft, or provides an easy way to acquire illegal narcotics in the same area. The drug trade brings with it many additional negative externalities, ranging from violent crime, to filth and blight, or to overdose fatalities. Reduction or elimination of Mid-Market fencing activity would reduce ORT by decreasing or eliminating the ability to readily fence stolen property.

Need: suppression of the open-air stolen property market that supports organized retail theft from Union Square.

San Francisco is also facing an escalating epidemic of motor vehicle accessory theft, specifically, catalytic converter theft. Catalytic converter thieves operate in organized groups, often under cover of darkness utilizing stolen vehicles or stolen license plates, working as a team to saw off the valuable catalytic converters from the underside of vehicles. If these groups are detected, they are often armed and are willing to discharge firearms at the police officers, victims, or witnesses that attempt to interrupt their crimes.

The targeted vehicles belong to San Francisco businesses and residents alike and have a severely deleterious effect on economic output, as well as similarly damaging residents' livelihoods, health, and independence.

These catalytic converters are then illicitly sold to fences that either directly harvest the valuable minerals and metals inside them, or forward them onward as stolen property.

Need: comprehensive and aggressive suppression of organized catalytic converter theft blending technology, patrol, and investigation to safely identify and apprehend armed groups of thieves.

Process for determining needs: all articulated needs were determined based on validated data sets governing organized retail theft and motor vehicle accessory (catalytic converter) theft, consultation with subject matter experts, consultation with police leadership and experienced officers, and consultation with stakeholders. The data sets and reports supporting the determination of needs are incorporated into the work plan and appended to each applicable objective.

Conditions or Elements Contributing to Need:
Union Square is San Francisco's prime commercial district in the heart of downtown. It has the highest density of retail stores, and as such, presents a very high density of victims. While this presents as an opportunity to concentrate a similarly high density of police officers, the sheer number of victims creates a target-rich environment for ORT that is currently lacking a well-coordinated network between retailers and police officers.

Localized retail crime is also scattered throughout San Francisco at critical retailers. Patrol units that serve these retailers are responsible covering large areas of San Francisco and cannot remain at a given location for long. The isolated geography and split duties of patrol officers means that these retailers are, at any given moment, not adequately covered.

Catalytic converter theft is often committed in more isolated areas in the middle of the night when victims are sleeping. Responding officers may be outnumbered and faced with armed criminals. Have to happen on the thieves in

the middle of the offense.

Quantitative and Qualitative Data:
San Francisco Police Department (SFPD) Crime Strategies Director Ryan Kao commissioned a report examining all available police data available for organized retail theft in San Francisco spanning January 1, 2019 and April 30, 2023. The report reflects 3,458 reported retail theft incidents in 2019, 2,636 in 2020, 3,728 in 2021, 3,718 in 2022, and 1,037 in 2023 through April. The total incident count for the period surveyed was 13,540 different retail theft incidents reported. The total reported direct loss for these incidents was $13,301,299.

Of the 13,540 total incidents, 5,827 occurred in Union Square. The remainder were scattered throughout the rest of the City, but also clustered around certain high impact areas driven by a number of critical local retailers, which we refer to as localized retail theft. The data also reflects many offenders are recidivist offenders, with the leading offender being arrested 33 separate times during the surveyed period.

Dir. Kao also commissioned a report examining catalytic converter theft in San Francisco spanning January 1, 2010 and March 31, 2023. The report reflects 1,365 catalytic converter theft incidents in 2020, 1,462 in 2021, 3,052 in 2022, and for the first three months of 2023, 726 incidents.

Project Description

Proposed Activities
SFPD proposes the following grant activities, organized by target area, covering ORT in Union Square, ORT at localized neighborhood retailers, ORT-related fencing near Mid-Market, and citywide catalytic converter vehicle theft with an emphasis on the residential neighborhoods on the west side of San Francisco. These target areas and populations were chosen using data and mapping produced for this grant proposal.

For Union Square, the grant will fund overtime for uniformed foot beat officers conducting high visibility patrol and creation and staffing of a Union Square Coordinated Command to coordinate police officers, retailers, and provide logistical support for plainclothes operations. It will also fund plainclothes blitz operations.

Blitz operations are plainclothes saturation operations whereby a team of plainclothes officers partners with a victim of organized retail crime. The plainclothes officers will stage at the victim's business premises during high theft time periods, cutting police response time to zero, and coordinate with the victim's employees to arrest all offenders who commit theft during the operation period.

Theft offenders involved in conspiracies to commit organized retail crime are subject to further investigation with the goal of dismantling the conspiracy.

Blitz operations are designed for teams of 10 officers and, if grant funded, will be led by the four primary sergeant investigators assigned to the grant. Operations run for an entire 10-hour shift and will be data-driven by location as well as date and time. Union Square blitz operations will provide additional proactive policing to catch the offenders who are undeterred by the grant-funded uniformed officers.

The blitz operations will also interface with the strategy to target Mid-Market fencing operations. Certain thieves may be permitted to complete their thefts at blitz operations so that they may be followed back to their fences, permitting subsequent apprehension of both the thief and the fence. Other investigatory techniques will involve controlled sales or sting operations to identify further upstream fencing activity in partnership with the CHP, our grant partner, whose Investigative Services Unit has committed to working with us on their statewide

fencing operations.

Blitz operations will also be distributed at the various localized neighborhood retailers most frequently targeted for organized retail theft. These blitz operations will correct the service gap that these retailers experience as a result of being just one part of a patrol officer's beat. And, by distributing blitz operations throughout the City, we will avoid merely pushing ORT from Union Square out to the other neighborhoods, and also ensure that we are distributing police resources in a fair and equitable manner throughout the City.

SFPD is prepared to begin blitz operations immediately. This grant describes an average rate of two blitz operations per week, for 52 weeks per year, for all three grant service years. It also describes four Union Square uniformed deployments of five officers each, the rough equivalent of two blitz operations, per week, for 52 weeks per year, for all three grant service years.

SFPD's catalytic converter strategy leverages both staffing and technology for targeted enforcement, as well as upstream fencing investigation. Grant staff will lead saturation operations in high incidence areas, as determined by data, with their coverage area increased by a network of automated license plate readers (ALPR). The increased staffing funded by the grant will address the service gaps in these large, primarily residential neighborhoods in the middle of the night, as well as providing numerical superiority and thereby protecting officer safety pursuing a catalytic converter theft crew. These saturation operations will utilize the datasets and mapping produced by the grant crime analysts to focus their efforts, and have real time ALPR support to detect crime vehicles moving in the area. Otherwise, the saturation operation would be dependent on driving around in circles looking for needles in the proverbial haystack.

SFPD plans to coordinate with other law enforcement agencies, retailers, merchant and community groups, and elected officials. SFPD will coordinate with California Highway Patrol (CHP) in order to conduct upstream fencing operations to cut off the market for stolen goods and services. SFPD will coordinate with the San Francisco District Attorney's Office (SFDA) to aggressively prosecute ORT and catalytic converter thieves and fences, and SFPD is assisting SFDA in applying for their own BSCC Vertical Prosecution Grant by providing all grant materials, strategic planning, and even our proprietary data sets.

SFPD will also coordinate with retailers and the merchant and community groups they comprise, especially on blitz operations. SFPD has already conducted limited blitz operations in partnership with the retailers submitting impact letters as a proof of concept. And, particularly as to the localized retailers that serve a critical infrastructure need to isolated communities, we will coordinate with elected officials to ensure that retailer services are not interrupted.

We plan for our coordination efforts to culminate in an annual symposium on ORT for all our community partners that will celebrate our successes, identify shortcomings to be addressed in the next service year, and collaboratively develop best practices and new strategies for combatting ORT and catalytic converter theft. Such a symposium would also be a way for SFPD to demonstrate leadership in the field of reducing ORT in Northern California.

Project Rationale:
SFPD's efforts to combat organized retail theft, and especially catalytic converter theft, have been largely traditional reactive police work combined with high visibility foot beat patrol, augmented by as much proactive investigatory action as was possible. We have seen some success with this strategy, blunting the increase of ORT from 2021 to 2022 and into 2023 as reflected in the reports produced for this grant proposal, however, the ORT problem remains severe and it is critical to reduce or eliminate ORT, not merely maintain the rate.

We infer that the existing strategy, given that it blunted an increase in ORT and received feedback and encouragement from the business community, including those submitting impact letters, should not only be maintained but also expanded as part of our grant activities.

Our new ORT strategies will then augment rather than replace those existing strategies. We conducted limited blitz operations resulting in dozens of arrests that showed promising results for the retailers we partnered with. Given the success of those blitz operations, we hypothesize that expanding blitz operations and deploying them on a regular basis will not only increase our capability to apprehend ORT offenders, but will also allow us to increase their deterrent effect and also permit us to more effectively move upstream in partnership with our grant partners, CHP and SFDA.

As for catalytic converter theft, we presently have limited strategies in place and are primarily dependent on traditional reactive police work. However, given the limited patrol coverage for large residential neighborhoods, and the fact that thefts occur in the middle of the night under the cover of darkness before they can be called in by sleeping victims or witnesses, we have concluded that these methods are plainly ineffective. This is borne out in the data, which reflects a massive increase in catalytic converter theft since 2020.

Even if detected, all of these catalytic converter crews operate with multiple members using a getaway vehicle, often stolen, and are often armed and willing to shoot it out with police. Even if a police officer happens upon an offense in progress, or is timely dispatched, the officer may be forced into a gunfight with multiple assailants or even a high-speed pursuit. Based on these experiences, officers need to be able to track these crime vehicles so that they can control the engagement and respond with multiple officers under circumstances that limit public safety risks. Or, the officers need to be able to gather sufficient information that would permit a more cautious and methodical investigation into the crew.

Accordingly, we require a bold new strategy that increases our coverage area and offers us new enforcement and investigatory options. A Flock ALPR deployment across the City and concentrated on our most vulnerable areas would provide new coverage and if coupled with proactive units assigned solely to responding to ALPR alerts in a high incidence area, would also allow us the chance to fight back against these crews.

Surveillance Technology Policies:
SFPD's use of surveillance technology is governed by Administrative Code section 19B. Other than prohibiting facial recognition technology, which is not required for grant objectives, section 19B requires SFPD to obtain a valid surveillance technology policy and produce an annual surveillance impact report, overseen by the Board of Supervisors and the Commission on Information Technology (COIT).

Our grant is seeking funding of one section 19B technology, Flock Safety ALPR cameras. SFPD has already obtained a valid ALPR policy and has a mechanism for producing our annual impact report. During the implementation period starting October 1, 2023, SFPD will work with Flock and COIT to make updates to the policy and impact report that encompass the technical details of Flock deployment, such as the transition from vehicle-mounted ALPR to stationary ALPR, with a target completion date of December 31, 2023. This target date would coincide with a year-one start date as well as an annual impact report that details our acquisition of Flock ALPR under the grant.

Policies to Limit Racial Bias:

The SFPD is a national leader in bias-free policing. The Department is committed to just, transparent, and bias-free policing and has a Department General Order (5.17) which reinforces existing policies and procedures that serve to assure the public that the Department is providing services and enforcing laws in an equitable manner. The Department General Order also clarifies the limited circumstances in which members can consider race, color, ethnicity, national origin, religion, age, gender identify or expression, sexual orientation, mental or physical disability, or socio-economic status when making law enforcement decisions.
The Department General Order was also one of the first in the nation to have a section that addresses "bias by proxy."
Department General Orders are the highest expression of policy for SFPD, any violations of which are subject to progressive discipline by an established enforcement mechanism.

Project Organizational Capacity and Coordination

Ability to Administer Project:
Staffing for this grant proposal will be a combination of existing staff detailed solely to grant duties, existing staff assigned grant duties, and new staff hired to complete grant duties.

Existing sworn grant staff include: four sergeant investigators detailed solely to grant-funded activities supervised by one lieutenant and additional sworn officers to fill out blitz and saturation operations. Lt. Scott Ryan, Sgts. Glenn Brakel, Alex Lentz, Jennifer Marino, and Ruben Reyes are all veterans with combined decades of experience in policing, including burglary, ORT, and fencing. They have all authored numerous warrants and participated in multiple ORT operations, including the prototype blitz operations.

Existing civilian grant staff include: one civilian police director, one managing crime analyst, and a team of ten crime analysts. New staff proposed include: two additional crime analysts reporting to the managing crime analyst and dedicated solely to grant duties. Director Ryan Kao supervises the Crime Strategies Division. Dir. Kao is a former San Francisco Assistant District Attorney with experience prosecuting complex theft cases and serving as a grant vertical prosecutor. Manager Thau Long is the principal crime analyst for SFPD and has 24 years of experience in crime analysis.

Coordination with Partner Agencies:
SFPD's two committed partner agencies will be CHP and SFDA. SFPD will also rely upon commitment from Flock Safety for delivery of ALPR services, and anticipates impacts on the retailers that SFPD will be focusing on, many of whom are submitting impact letters in support.

CHP's involvement will be led by their Golden Gate Division Investigative Services Unit (ISU) commanding officers, Lt. Shawna Pacheco and Sgt. Manuel Nevarez. Both are 23-year veterans of CHP with extensive experience investigating ORT and lead CHP's regional ORT operations.

Our collaboration will include information and intelligence sharing and shared staffing. SFPD intends to participate in CHP cases that are connected to any ORT crimes in San Francisco, and SFPD will invite CHP to participate in blitz operations, particularly in the Union Square area as CHP already maintains a presence nearby at the direction of the Governor.

SFDA's involvement will be led by their Special Prosecution section's Division Chief, Matthew McCarthy and its Managing Attorney Tina Nunes-Ober, both of whom are senior trial attorneys with experience prosecuting theft crimes. SFDA intends to apply for the BSCC Organized Retail Theft Vertical Prosecution grant for an additional grant prosecutor and investigator solely to ORT.

Readiness to Proceed:

SFPD is ready and available to proceed immediately. Commencing with October 1, 2023 implementation start date, SFPD would simultaneously begin grant service for blitz operations and targeting completion of implementation by December 31, 2023.
Implementation will include execution of memorandums of understanding (MOU) with CHP and SFDA. We aim to have MOUs prepared immediately if notified of grant success on September 15, 2023 so that we could commence grant activities on October 1, 2023.

Contract negotiation with vendors will commence on or about October 1. The surveillance policy and inventory update would proceed in parallel. The target completion date is December 31 so technology deployment will coincide with year one service.

Management Structure:
Lt. Ryan will lead the operational aspects of grant operations as supervisor of Burglary Detail, reporting to the Captain of Major Crimes. Dir. Kao will lead the data and analysis aspects in support of the grant operations, including preparing targeting reports, tracking grant activities, and handling reporting and collaboration, reporting directly to the Assistant Chief of Operations.

Sustainability:
As more officers and more retailers become accustomed to working closely with each other on a daily basis through the coordinated command – and not just by calling 911 – they will develop relationships built on standardized practices that allow for the continuation of the work even after grant funding ends or after people change employment. We aim to build an institution that will continue institutional knowledge.

SFPD plans to maintain all grant activities after conclusion of the funding period, at a rate commensurate with need, ideally reduced due to our measurable success on the grant.

Project Evaluation and Monitoring

Project Evaluation Plan:
SFPD will rely on internal staff for day-to-day monitoring and an external partner for evaluation. The grant-funded crime analysts will log all grant activities on the dashboard and produce quarterly and annual grant data reports. These reports will track the same metrics as submitted with the work plan, so that evaluators will be able to make an apples-to-apples comparison.

Process Measures and Outcome Measures:
ORT process measures: uniformed deployments conducted, blitz operations conducted, arrests made, retailer engagements, customer engagements, warrants located, stay away violations located. Outcome measures: increase in merchandise recovered, reduction in Estes commercial robbery, reduction in recidivism, reduction in retail theft incidents.

Mid-Market fencing process measures: blitz operations conducted, arrests made (thieves), arrests made (fences). Outcome measures: reduction in firearms discharged, increase in merchandise recovered.

Catalytic converter theft process measures: Flock cameras deployed, stolen/wanted vehicles detected, saturation operations conducted, arrests made, thefts interrupted. Outcome measures: reduction in catalytic converter theft, reduction in firearm discharge incidents during catalytic converter theft, increase in catalytic converters recovered.

Preliminary Plan for Collecting and Evaluating Data:
Participating police officers will enter process measures into a digital form available on the Department-issued smartphone issued to every officer. The crime analysts will pull this data on a daily or weekly interval, authenticate the

data, and then publish the data in a custom dashboard on a Sharepoint server.

This is a model that SFPD already uses effectively for its Union Square open air drug market operations. The dashboard provides an at-a-glance visualization of progress, identification of gaps, and allows flexible queries that support plan monitoring.

Preliminary Plan for Monitoring the Project:
Lt. Ryan and Dir. Kao will meet every two weeks as part of their standing Crime Community Strategy Meeting to verify that operations are on track to achieve grant objectives. Dir. Kao will present quarterly reports to BSCC and SFPD Command Staff.
The majority of our data sharing will be public facing and omit criminal justice information (CJI), removing the need for most data sharing agreements. The only data sharing agreement we will need will be with our external evaluating partner for verification of our data sets, which we will execute during the development of the evaluation plan prior to April 2024. The external evaluating partner will be chosen from the City Services Auditor's pre-approved contractor list to ensure compliance with BSCC's requirements for Non-Governmental Organizations.

Research Methodology:
The research methodology will be both quantitative and qualitative. The quantitative methodology will examine the outcome metrics to directly or indirectly measure whether the strategy reduced ORT and catalytic converter theft. It will also control for the increased enforcement from blitz operations.

For ORT, 1) increasing merchandise recovered measures whether thieves are being systematically stopped before they can escape with their stolen property; 2) reduction of Estes commercial robberies measures whether the most brazen behavior of thieves are being deterred from using violence; 3) a reduction in recidivism, measured by the frequency at which a thief is arrested, measures whether thieves are being deterred from further offenses; and 4) a reduction in retail theft incidents, controlling for our increased enforcement, measures our overall success. Preventing store closures and the need for enhanced store security is a qualitative measure.

For Mid-Market fencing, 1) reducing gunfire as measured by our Shotspotter gunfire detection system is a proxy for suppression of the criminal activity surrounding open-air fencing; 2) increasing merchandise recovered measures whether fencing activity is being disrupted. Elimination of visible open-air fencing is a qualitative measure.

For catalytic converter theft, 1) reducing catalytic converter theft incidents measures whether theft operations are being disrupted; 2) reducing firearm discharge incidents measures whether the most brazen thieves are being deterred; and 3) increasing catalytic converters recovered measures whether fences are being disrupted.

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	

San_Francisco_Police_Department_-_ORT-Grant-Program-Budget-Attachment-Final.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)

SFDA_ORT_Grant_Work_Plan_Appendix_B_-_Final.pdf

Grantee Assurance for Non-Governmental Organizations (Appendix D)

Grantee-Assurance-for-Non-Governmental-Organizations-ORT.pdf

Local Impact Letter(s) (Appendix E)

Union_Square_Alliance_Impact_Letter_-_Signed.pdf

CVS_Health_Impact_Letter_-_Signed.pdf

Walgreens_Impact_Letter_-_Signed.pdf

Nordstrom_Impact_Letter_-_Signed.pdf

Gap_Inc_Impact_Letter_-_Signed.pdf

The_North_Face_Impact_Letter_-_Signed.pdf

Letter(s) of Commitment, (Appendix F)

CHP_Commitment_Letter.pdf

SFDA_Commitment_Letter.pdf

City_of_San_Francisco_PD_-_Flock_Letter_2.pdf

Policies Limiting Racial Bias

Policies_Limiting_Racial_Bias_-_DGO_5.17.pdf

Policies on Surveillance Technology

SFPDALPRPolicy20210903.pdf

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

Certification_of_Compliance_with_BSCC_Policies_on_Debarment_Fraud_Theft_and_Embezzlement.pdf

OPTIONAL: Governing Board Resolution (Appendix H)	n/a
OPTIONAL: Bibliography	n/a
CONFIDENTIALITY NOTICE:	**All documents submitted as a part of the Organized Retail Theft Prevention Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

Appendix B: Project Work Plan

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

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

(1) Goal:	> Reduction in organized retail theft		
Objectives (A., B., etc.)	> A) Deploy blitz operations, scheduled to span the entire service period > B) Develop Union Square Coordinated Command > C) Deploy Union Square uniformed foot beat patrol > D) Create data collection form and data dashboard > E) Develop public relations campaign > F) Plan and launch ORT symposium		
Process Measures and Outcome Measures:	> Process measures – uniformed deployments conducted, blitz operations conducted, arrests made, retailer engagements, customer engagements, warrants located, stay away violations located. > Outcome measures, quantitative – increase in merchandise recovered, reduction in *Estes* commercial robbery, reduction in recidivism, reduction in retail theft incidents. > Outcome measures, qualitative – preventing store closures, reducing need for enhanced store security policies and equipment.		
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline Start Date / End Date

> A) Deploy blitz operations, scheduled to span the entire service period at an average rate of two per week, for 52 weeks, all three service years and including the implementation period. One blitz operation will target Union Square retailers, and one blitz will be at a neighborhood retailer.	> Lt. Ryan, grant-assigned ORT sergeants, SFPD Staff Services Division, impacted retailers	> October 1, 2023	> December 31, 2026
> B) Develop Union Square Coordinated Command in partnership with SFPD Burglary Detail and impacted retailers. The Coordinated Command will be based out of a command van at Union Square and will serve as a gathering point for uniformed foot beats, plainclothes blitz officers, and retailers. It will also maintain an information network for retailers to share intelligence on ORT offenders spotted in the area with each other and with SFPD.	> Dir. Kao, Lt. Ryan, grant-assigned ORT sergeants, impacted retailers	> October 1, 2023	> April 30, 2024
> C) Deploy Union Square uniformed foot beat patrol. Uniformed foot beat officers are already deployed to Union Square. A new overtime code will be created to track and distinguish the additional deployments that are funded by the grant.	> Lt. Ryan, SFPD Staff Services Division	> October 1, 2023	> December 31, 2026
> D) Create data collection form and data dashboard to track grant activities, process measures, and data for assessing outcome measures.	> Manager Long, grant-funded and assigned crime analysts	> October 1, 2023	> December 31, 2023
> E) Develop public relations campaign to publicize commencement of grant activities, successful blitz operations, and major seizures or recoveries pushed to SFPD-owned outlets, major media outlets, and promoted to social media with a grant-funded advertising campaign.	> Dir. Kao, Lt. Ryan, SFPD Media Relations Unit	> January 1, 2024	> December 31, 2027
> F) Plan and launch ORT symposium that will bring together SFPD grant staff, BSCC, our agency partners, impacted retailers, and the media. The planning process for each annual symposium will begin in July for the following January to avoid impacting the busy holiday shopping season, except for the year 3 symposium which must occur in December 2026 before the evaluation only period in January 2027.	> Dir. Kao, Lt. Ryan, SFPD Media Relations Unit	> July 1, 2024	> January 31, 2025

List data and sources to be used to measure outcomes: > Data sets will be provided by SFPD's crime tracking system that reports to FBI UCR and NIBRS, as well as the bespoke dashboard to be built for this program to track grant activities, and analyzed by Manager Thau Long and the two grant-funded crime analysts, with outcomes measured against the Citywide Retail Theft Report that Dir. Kao commissioned for this grant program. The current report is attached below.

(2) Goal:	> Reduction in organized retail theft – fencing
Objectives (A., B., etc.)	> A) Develop strategy for selecting targets from blitz operations to trail back to Mid-Market fences; > B) Develop operational plan for investigating fences, including identification of elevated positions of advantage to conduct surveillance of Mid-Market fences, and obtaining of any agreements from private entities if required > C) Conduct blitz operations and controlled buys or sales that lead to the identification and apprehension of Mid-Market fences > D) Through follow-on investigation, identify and arrest upstream fences involved in moving stolen property in interstate commerce.
Process Measures and Outcome Measures:	> Process measures: blitz operations conducted, arrests made (thieves), arrests made (fences). > Outcome measures – quantitative: reduction in firearms discharged, increase in merchandise recovered. > Outcome measures – qualitative: reduction or elimination of visible open-air fencing activity in Mid-Market area.

Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
> A) Develop strategy for selecting targets from blitz operations to trail back to Mid-Market fences, including plans to surveil thieves and fences and safely apprehend them.	> Lt. Ryan, grant-assigned ORT sergeants	> January 1, 2024	> April 30, 2024
> B) Develop operational plan for investigating fences, including identification of elevated positions of advantage to conduct surveillance of Mid-Market fences, and obtaining of any agreements from private entities if required.	> Lt. Ryan, grant-assigned ORT sergeants	> January 1, 2024	> April 30, 2024
> C) Conduct blitz operations and controlled buys or sales that lead to the identification and apprehension of Mid-Market fences.	> Lt. Ryan, grant-assigned ORT sergeants	> May 1, 2024	> December 31, 2026
> D) Investigation for any successfully identified Mid-Market fences that focuses on identifying upstream fences in the greater San	> Lt. Ryan, grant-assigned ORT sergeants, Lt. Pacheco (CHP), Sgt. Nevarez (CHP)	> May 1, 2024	> December 31, 2026

Francisco Bay Area, including their stash houses, communication devices, bank accounts, and means of distribution.			
List data and sources to be used to measure outcomes: > Data sets will be provided by SFPD's crime tracking system that reports to FBI UCR and NIBRS, as well as the bespoke dashboard to be built for this program to track grant activities, and analyzed by Manager Thau Long and the two grant-funded crime analysts, with outcomes measured against the Citywide Retail Theft Report. The Report will be expanded to include fencing data.			

(3) Goal:	> Reduction in catalytic converter theft		
Objectives (A., B., etc.)	> A) Deploy Flock ALPR cameras throughout San Francisco to control entrance and exit from the City, movement throughout the City, and high vulnerability areas > B) Conduct saturation operations and bait operations targeting catalytic converter theft > C) Identify auto shops or other individuals involved in the fencing of stolen catalytic converters > D) Through follow-on investigation, identify and arrest upstream catalytic converter fences involved in moving stolen property in interstate commerce.		
Process Measures and Outcome Measures:	> Process measures: Flock cameras deployed, stolen/wanted vehicles detected, saturation operations conducted, arrests made, thefts interrupted. > Outcome measures: reduction in catalytic converter theft, reduction in firearm discharge incidents during catalytic converter theft, increase in catalytic converters recovered.		
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline
			Start Date / End Date
> A) Deploy Flock ALPR cameras, including finalizing locations in partnership with police advisory boards and elected officials representing territory in which cameras will be deployed, executing contracts, making any necessary modifications to the ALPR surveillance technology policy to account for technology specifics.		> Dir. Kao, Flock Safety	> October 1, 2023 / > April 30, 2024
> B) Develop and deploy plan for deploying saturation and bait operations by grant-assigned ORT sergeants, working in partnership with affected station captains and Flock ALPR cameras, whereby grant staff will hunt for crime vehicles suspected to be involved in catalytic converter theft, or ambush thieves who attempt		> Lt. Ryan, grant-assigned ORT sergeants, SFPD District Station Captains	> May 1, 2024 / > December 31, 2026

to steal catalytic converters from visible and vulnerable (bait) vehicles.			
> C) Identify auto shops or other individuals involved in the fencing of stolen catalytic converters by tailing catalytic converter thieves back to their fences, or by otherwise tracking and tracing stolen catalytic converters, interrogating arrestees, and examining their mobile communication devices.	> Lt. Ryan, grant-assigned ORT sergeants, Lt. Pacheco (CHP), Sgt. Nevarez (CHP)	> May 1, 2024	> December 31, 2026
> D) Investigation for any successfully identified Mid-Market fences that focuses on identifying upstream fences in the greater San Francisco Bay Area, including their stash houses, communication devices, bank accounts, and means of distribution	> Lt. Ryan, grant-assigned ORT sergeants, Lt. Pacheco (CHP), Sgt. Nevarez (CHP)	> May 1, 2024	> December 31, 2026
List data and sources to be used to measure outcomes: > Data sets will be provided by SFPD's crime tracking system that reports to FBI UCR and NIBRS, as well as the bespoke dashboard to be built for this program to track grant activities, and analyzed by Manager Thau Long and the two grant-funded crime analysts, with outcomes measured against the Citywide Catalytic Converter Theft report that Dir. Kao commissioned for this grant program. The current report is attached below.			

BSCC CALIFORNIA

CPGP CORRECTIONS PLANNING AND GRANT PROGRAMS

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

Name of Applicant: *(i.e., County Sheriff's Office, County Probation Department, or City Police Department)*	*San Francisco 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	$8,288,400.00
2. Services and Supplies	$174,326.00
3. Professional Services or Public Agencies	$0.00
4. Non-Governmental Organization (NGO) Subcontracts	$0.00
5. Data Collection and Evaluation	$500,000.00
6. Equipment/Fixed Assets	$5,928,690.00
7. Financial Audit (Up to $25,000)	$25,000.00
8. Other (Travel, Training, etc.)	$159,885.00
9. Indirect Costs	$250,000.00
TOTAL	**$15,326,301.00**

1a. Salaries & Benefits

Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
Blitz operations staffed on an overtime basis at 10 sworn officers per 10 hour operation, at an average rate of 2 operations per week and occurring over 3 year	Overtime staffing cost varies based on participating staff. Classifications range from Lieutenant to Officers for sworn personnel. Calculation of total cost based on average cost for Department-wide overtime spending on similar activities is $116 per hour.	$3,619,200.00
Union Square uniformed foot beat high visibility patrol deployments staffed on an overtime basis at 5 officers per 10 hour deployment, at a rate of 4 deployments per	Overtime staffing cost varies based on participating staff. Classifications range from Lieutenant to Officers for sworn personnel. Calculation of total cost based on average cost for Department-wide overtime spending on similar activities is $116 per hour.	$3,619,200.00
Crime analysts, 2 analysts	Two FTEs at $175k per year (includes benefits), with estimated 3% cost-of-living adjustment each subsequent year	$1,050,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$8,288,400.00**

1b. Salaries & Benefits Narrative:

Blitz operations and Union Square uniformed foot beat deployments will be staffed by grant staff on an overtime basis, in addition to any regular patrol or investigatory duties. Operations and deployments exceed grant staff funded by the grant, and the remaining staffing will be supplied by other sworn SFPD officers. The overtime pay rate is based on the classification and rank of the officer ranging from officer to lieutenant; the average overtime rate is $116/hour. For each blitz operation, 10 officers will conduct the operation for a 10-hour shift, at a rate of two per week, for 52 weeks, across all three years of grant service. For each Union Square deployment, 5 officers will deploy for a 10-hour shift, at a rate of four per week, for 52 weeks, across all three years of grant service. SFPD presently has vacancies for its sworn officers, so to avoid any supplantation, grant activities are funded on an overtime basis and will augment existing efforts to combat ORT. The magnitude of ORT crime in San Francisco also justifies the need for overtime as a rapid escalation of police response.

The current team of 10 crime analysts is at full tasking and would have difficulty taking on the increased workload from the increased enforcement and grant data collection and reporting duties created by the overtime grant activities. Two additional analysts will be funded by the grant who will be dedicated full-time to grant activities and handle the bulk of all analytical duties, relying on the existing team for further support. These analysts will support the data driven approach for operational and statistical analysis, and also provide data metrics for enforcement strategies, resource deployment strategies, and process and outcome measures.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Optics: Swarovski ATX spotting scope, 65 mm objective; Swarovski NL Pure binoculars, 10x42 mm	Spotting scopes: $4,109 per unit, 3 units. Binoculars: $3,143 per unit, 3 units	$21,756.00
Sony Handycam HDRCX440 camcorder	$400 per unit, 3 units	$1,200.00
Point Blank Executive body armor and carrier	Body armor: $1,877 per unit, 10 units. Radio earpieces: $190 per unit, 10 units.	$20,670.00
Computers	Desktops for analyst duties: $2,500 per unit, 10 units. Desktops for forensic processing (e.g., seized mobile devices): $3,500 per unit, 5 units. Dual monitor setups for desktop units: $300 per unit, 30 units. Laptops: $3,500 per unit, 2 units.	$58,500.00
Software licenses	Cellhawk license: $8,000 per unit, 1 unit. X1 Social Discovery license: $4,650 per unit, 5 units. SnagIT Camtasia license: $330 per unit, 15 units	$36,200.00
Advertising and media	Advertising budget of $1000/month, including production of flyers at $100 per month and promoted social media content of $900 per month (quoted Instagram reach of 52,000 - 140,000)	$36,000.00
		$0.00
		$0.00
	TOTAL	**$174,326.00**

2b. Services and Supplies Narrative:

Spotting scopes and binoculars will be used for physical surveillance of thieves during blitz operations, fencing activity in the Mid-Market area, and during saturation operations targeting catalytic converter thefts. For four grant-funded investigators on a given operation split into two two-person teams, each team would need one set of optics. One additional spare set also included to handle extra angles from the additional staff on an operation, or if one of the optics were to break or require service.

Camcorders have a zoom function that will be used to record crimes committed during surveillance.

Body armor and carriers are low-profile that are more easily concealable than standard issue police vests and will be more effective on surveillance.

Radio earpieces will interface with existing police radio systems to provide the hands-free capability needed to operate optics and cameras while on surveillance.

Computer desktops will equip analysts with enough processing power to handle the cellphone, ALPR, and other related intelligence tools funded by the grant. Computer laptops will permit grant staff to deploy and work at various locations in the City as grant activities require.

Cellhawk license will be used for cellphone analysis and call detail record mapping to trace the movements of ORT offenders to enhance ORT, fencing, and catalytic converter theft investigations. X1 Social Discovery licenses will be used for social network analysis for the ORT groups identified so as to better describe and define ORT criminal organizations.

The monthly advertising budget will be used to promote the grant's objectives and accomplishments through traditional media as well as promoted social media. Our current social media reach is

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
None	Not applicable	$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$0.00**

3b. Professional Services Narrative

No funding is sought for Professional Services

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
None	Not applicable	$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTALS	**$0.00**

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

No funding is sought for NGO subcontracts

5a. Data Collection and Evaluation

Description of Data Collection and Evaluation	Calculation for Expense	Total
City Services Auditor Pre-Approved Contractor	Calcluation based on quote from evaluator selected for a previous BSCC violence prevention grant awarded to the San Francisco Police Department.	$500,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

		$0.00
	TOTALS	**$500,000.00**

5b. Data Collection and Evaluation Narrative

The City Services Auditor (CSA) is the City's auditor, providing performance, financial, and compliance auditing. CSA, and its list of pre-approved contractors, conduct performance audits of the City's departments, contractors, and functions to improve efficiency and effectiveness of service delivery and business processes, investigate complaints of fraud, waste, or abuse of city resources received through the whistleblower program, actionable audit recommendations to promote and enhance accountability and improve the overall performance and efficiency of city government. SFPD will utilize the CSA's prequalified pool of contractors to assist with the Local Evaluation Plan and to complete the Local Evaluation Report and ensure verify that any contractor selected complies with BSCC grant terms and the assurances for Non-Governmental Organizations.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Total
Flock Safety ALPR network	Flock OS platform and 400 count Falcon cameras: $1,200,000 (annual recurring cost). Installation and implementation: $335,015. Expense calculation directly provided by Flock Safety quote.	$3,935,000.00
LDV command vehicle, 25 foot length	$100,000 unit chassis cost, $450,000 per unit upfitting cost, 2 units. Expense calcuation from SFPD Fleet and Facility Services based on current purchasing contracts and price lists.	$1,100,000.00
Box truck, 16 foot length	$54,220 unit chassis price, $43,300 upfitting cost, 1 unit. Expense calcuation from SFPD Fleet and Facility Services based on current Trivian quote with Towne Ford chassis.	$97,521.00
Surveillance van based on Ford Transit 148" WB	$70,883 unit chasis price, $159,225 upfitting cost, 1 unit. Expense calcuation from SFPD Fleet and Facility Services based on current Trivian quote with Towne Ford chassis.	$230,108.00
Prisoner transport van on Ford Transit 148" WB	$67,202 chassis price, $75,300 upfitting price, 1 unit. Expense calcuation from SFPD Fleet and Facility Services based on current Trivian quote with Towne Ford chassis.	$142,502.00
Passenger vans, 15 person	$55,000 chassis price, $25,000 upfitting price, 2 units. Expense calcuation from SFPD Fleet and Facility Services based on current Trivian quote with Towne Ford chassis.	$160,000.00
Cold cars with flexible body type - Hyundai Santa Fe Blue Hybrid	$41,253 unit price, 3 units. Expense calcuation from SFPD Fleet and Facility Services based on 012223 CA state contract with 3% increase with tax	$123,759.00
Unmarked police vehicles with flexible body type - Toyota Corolla Hybrid	$23,300 unit price, 6 units. Expense calcuation from SFPD Fleet and Facility Services based on 012223 CA state contract with 3% increase with tax	$139,800.00
	TOTALS	**$5,928,690.00**

6b. Equipment/Fixed Assets Narrative

The Flock ALPR network is an essential crime-fighting tool for detecting and tracking crime vehicles used in ORT and catalytic converter theft. San Francisco lacks ALPR deployment and lags behind other jurisdictions in deploying ALPR. This quote is for 400 cameras and is sized to similar jurisdictions. Each camera covers one lane in one direction of travel, so two four-lane roads in an intersection require four cameras for full coverage. San Francisco is divided into 10 police districts, so the deployment would be equivalent to an average of 40 cameras per district or 10 intersections per district.

The LDV command vehicles, also known as command vans, will provide staging and logistical support for blitz and saturation operations by hosting report writing, arrestee processing, and communications. One would deploy in Union Square to host the Union Square Coordinated Command, and the other would deploy at the rotating blitz operations at critical neighborhood retailers several blocks away so as to not be immediately visible at the retailer.

The box truck will provide bulk transportation for search warrant service at fencing locations, as fences often have thousands of stolen items amounting to hundreds of thousands of dollars, and SFPD has struggled to transport the stolen property.

The surveillance van will stage closer to the blitz operations and will be used to monitor entrance and exit from the store and coordinate the other 10-person squads; upfitting includes configuring the interior to add video, audio, and communications equipment.

The prisoner transport van will be used to safely transport prisoners back to county jail from the blitz operations; upfitting includes configuring the exterior and interior to comply with Department policy on safetly transporting prisoners.

The passenger vans will be used to move blitz teams and their equipment around the City; upfitting includes configuring exterior and interior to accommodate police gear.

The cold cars will be used for covert rolling surveillance and are designed to be unobstrusive.

The unmarked police vehicles will be assigned to grant staff and used to increase their mobility by reducing their reliance on shared pool vehicles which are often in short supply.

7a.Financial Audit

Description	Calculation for Expense	Total
Financial audit to be selected from City and County pre-approved contractor list	Calcluation based on set aside for previous BSCC violence prevention grant awarded to the San Francisco Police Department.	$25,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	**$25,000.00**

7b. Financial Audit) Narrative:

Grant funds will be set aside to complete the required financial audit at the conclusion of the grant period.

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

Description	Calculation for Expense	Total
Organized Retail Crime (ORCA) Conference	$800 registration cost, 5 persons; $186/night hotel cost, 3 nights, 5 persons; $79 per diem, 4 days, 5 persons; $250 roundtrip airfare, 5 persons; 3 years of annual attendance	$28,860.00
CLEAR conference	$600 registration cost, 5 persons; $186/night hotel cost, 3 nights, 5 persons; $79 per diem, 4 days, 5 persons; $250 roundtrip airfare, 5 persons; 3 years of annual attendance	$25,860.00

Grantee meetings, Sacramento	$79 per diem, 3 meetings, 5 persons, transportation by grant vehicles, fuel supplied by grantee	$1,185.00
Esri Annual User Conference and National Security and Public Safety Summit	$750 registration cost, 3 persons; $186/night hotel cost, 7 nights, 3 persons; $79 per diem, 7 days, 3 persons; $250 roundtrip airfare, 3 persons; 3 years of annual attendance	$25,380.00
Organized Retail Crime Symposium	Venue rental: $9,000 per day; attendee entertainment costs: $80 per person, 200 persons; audio/video rental for projection of presentations and speeches: $1,200 per day. Annual conference once per year. Costs based on previous events hosted by SFPD and by quote information from Moscone Center events.	$78,600.00
		$0.00
	TOTAL	**$159,885.00**

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

The Organized Retail Crime (ORCA) Conference is an annual conference hosted by the California Retailers Association and the California Organized Crime Association designed to further efforts to combat ORT. The 2022 conference covered Prop 57 ORC gangs, investigative interview skills training, e-commerce fraud cases, advanced technology, and OSINT in tactical investigations. Cost estimate based on City travel rules, GSA schedule, and previous costs of attending Esri conference. https://calretailers.com/cra-cal-orca-conference-2022/

The Coalition of Law Enforcement and Retail (CLEAR) conference is an annual conference that aims to build and support public-private sector partnerships focused on improving the safety of our communities. Cost estimate based on City travel rules, GSA schedule, and previous costs of attending Esri conference. https://web.cvent.com/event/36039972-e56b-483f-a1c3-8cac7ad60323/summary

The Esri Annual User Conference with National Security and Public Safety Summit is an important conference for crime analysts who conduct GIS mapping, including the mapping for grant-funded activities, as well as cellphone analysis, dashboard creation, and risk management. Cost estimate based on City travel rules, GSA schedule, and previous costs of attending Esri conference. Costs may vary depending on where future conferences are held in California. https://www.esri.com/en-us/about/events/uc/overview?gclid=Cj0KCQjw756lBhDMARIsAEI0AglfiZi8piYFJ4_brcZrY7ba-kCXOzUcWK66dZVmVMzJ-Jxb2NZFnp0aAlNXEALw_wcB&aduc=Advertising&sf_id=7015x000001RkcFAAS&adut=ppcbrand&aduco=details&aduca=EUC23&adum=PPC&adusf=Google&utm_source=Advertising&utm_id=7015x000001RkcFAAS&utm_term=ppcbrand&utm_medium=PPC&utm_content=details&ef_id=Cj0KCQjw756lBhDMARIsAEI0AglfiZi8piYFJ4_brcZrY7ba-kCXOzUcWK66dZVmVMzJ-Jxb2NZFnp0aAlNXEALw_wcB:G:s&s_kwcid=AL!8948!3!656197042474!e!!g!!esri%20international%20user%20conference&_bk=esri%20international%20user%20conference&_bt=656197042474&_bm=e&_bn=g&_bg=148571591695&aducop=esri%20international%20user%20conference-e&gclsrc=aw.ds

The annual San Francisco ORT Symposium, to be established by the grant, will demonstrate leadership in the field of combatting ORT and help project an image of safety and security in light of many conference groups cancelling their conferences in San Francisco. Possible venues include Moscone Center, which was scheduled to host many of the cancelled conventions, or downtown hotels which have also experienced cancellations that we seek to reverse through our grant-funded activities.

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.	$250,000	$250,000
If using Option 1) grant funds allocated to Indirect Costs may not exceed:	***$0***	
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization **has** a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	$0	$0
If using Option 2) grant funds allocated to Indirect Costs may not exceed:	***$0***	
*Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns **red**, please adjust it to not exceed the line-item noted.* — *TOTAL*	**$250,000**	**$250,000**

9b. Indirect Costs Narrative:

SFPD is requesting a minimal amount of $250,000 for indirect cost to prioritize direct services in support of grant goals and activities.

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158

LONDON N. BREED
MAYOR

WILLIAM SCOTT
CHIEF OF POLICE

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: June 16, 2023

Submitted by: Chief William Scott
San Francisco Police Department
1245 3rd Street
San Francisco, CA 94154

Executive Director Brendan Dugan
CVS Heath
One CVS Drive
Woonsocket, RI 02895

To The Board of State and Community Corrections:

The San Francisco Police Department and CVS Health jointly submit this local impact letter in support of SFPD's application for the Organized Retail Theft (ORT) Prevention Grant.

CVS Health has been affected by ORT in significant ways over the last 20 years, including, but not limited to: Substantial Inventory and Financial Losses, Loss of Sales, Store Closures, Customer Injuries, and Colleague Injury. This has made it more difficult for us to provide vital health care and access to consumer goods in the community. And, we have had to make numerous changes to our business operations in response, such as reducing product variety, restricting customer flow, purchasing and installing numerous security cases and reducing hours of operation.

SFPD currently provides patrol services in the vicinity of our stores, deploys additional foot beat officers on an overtime basis outside our stores, and has dedicated several sergeant-investigators of its Burglary Detail specifically to ORT. CVS Health's clerks, security staff, and loss prevention officers coordinate and collaborate with these officers on a regular basis.

SFPD has described their grant application to CVS Health, in particular their plan to dedicate the additional resources funded by the grant in form of advanced equipment, "blitz" operations, and analytical support. SFPD has also described their plan for continued training and media operations in the field. CVS Health looks forward to partnering with SFPD and supporting them in these operations as we believe they will increase the capacity for SFPD apprehend ORT offenders far beyond their current efforts.

CVS Health strongly endorses SFPD's application for the ORT grant. SFPD reaffirms its commitment to fighting ORT and maximizing the impact of the grant funding.

William Scott
Chief of Police

Brendan P. Dugan
CVS Health

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158

LONDON N. BREED
MAYOR

WILLIAM SCOTT
CHIEF OF POLICE

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: June 16, 2023

Submitted by: Chief William Scott
San Francisco Police Department
1245 3rd Street
San Francisco, CA 94154

Orlando Torres
Gap Inc.
2 Folsom St.
San Francisco, CA 94105

To The Board of State and Community Corrections:

The San Francisco Police Department and Gap Inc., jointly submit this local impact letter in support of SFPD's application for the Organized Retail Theft (ORT) Prevention Grant.

Gap Inc. has been affected by ORT in significant ways over the last 5 years, including, but not limited to: escalated customer incidents, assaults, robberies, break-ins, habitual offenders and violent offenders. This has made it more difficult for us to retain employees, provide a safe shopping experience to the community, and to protect our assets. As a result, we have had to make numerous changes to our business operations, such as contracting guard services, hiring additional Asset Protection personnel, deploying additional technology, and leverage additional support and dependency of SFPD.

SFPD currently provides patrol services in the vicinity of our stores, deploys additional foot beat officers on an overtime basis outside our stores, and has dedicated several sergeant-investigators of its Burglary Detail specifically to ORT. Gap Inc's clerks, security staff, and Asset Protection officers coordinate and collaborate with these officers on a regular basis.

SFPD has described their grant application to Gap Inc., in particular their plan to dedicate the additional resources funded by the grant in form of advanced equipment, "blitz" operations, and analytical support. SFPD has also described their plan for continued training and media operations in the field. Gap Inc. looks forward to partnering with SFPD and supporting them in these operations as we believe they will increase the capacity for SFPD apprehend ORT offenders far beyond their current efforts.

Gap Inc. strongly endorses SFPD's application for the ORT grant. SFPD reaffirms its commitment to fighting ORT and maximizing the impact of the grant funding.

William Scott
Chief of Police

Orlando Torres
External Investigations Manager

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158

LONDON N. BREED
MAYOR

WILLIAM SCOTT
CHIEF OF POLICE

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: June 16, 2023

Submitted by: Chief William Scott
San Francisco Police Department
1245 3rd Street
San Francisco, CA 94154

Jason Chan
Nordstrom
865 Market Street
San Francisco, CA 94103

To The Board of State and Community Corrections:

The San Francisco Police Department and Nordstrom Inc. jointly submit this local impact letter in support of SFPD's application for the Organized Retail Theft (ORT) Prevention Grant.

Nordstrom has been affected by ORT in significant ways over the last ten years, including, but not limited to: grab and run thefts, repeat theft offenders, and flash mob thefts. This has made it more difficult for us to conduct business and remain open to the public. And, we have had to make numerous changes to our business operations in response, such as hiring more security personnel and closure of our stores in San Francisco.

SFPD currently provides patrol services in the vicinity of our stores, deploys additional foot beat officers on an overtime basis outside our stores, and has dedicated several sergeant-investigators of its Burglary Detail specifically to ORT. Nordstrom's clerks, security staff, and loss prevention officers coordinate and collaborate with these officers on a regular basis.

SFPD has described their grant application to Nordstrom, in particular their plan to dedicate the additional resources funded by the grant in form of advanced equipment, "blitz" operations, and analytical support. SFPD has also described their plan for continued training and media operations in the field. Nordstrom Inc. looks forward to partnering with SFPD and supporting them in these operations as we believe they will increase the capacity for SFPD apprehend ORT offenders far beyond their current efforts.

If SFPD receives the funding, Nordstrom Inc. plans to agree in support of SFPD's planned expansion. Nordstrom Inc. strongly endorses SFPD's application for the ORT grant. SFPD reaffirms its commitment to fighting ORT and maximizing the impact of the grant funding.

William Scott
Chief of Police

Jason Chan
Nordstrom
Market Investigator

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3rd Street
San Francisco, California 94158

LONDON N. BREED
MAYOR

WILLIAM SCOTT
CHIEF OF POLICE

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: June 16, 2023

Submitted by:

Chief William Scott
San Francisco Police Department
1245 3rd Street
San Francisco, CA 94154

Eric Agurcia
The North Face
180 Post St
San Francisco, CA 94108

To The Board of State and Community Corrections:

The San Francisco Police Department and The North Face jointly submit this local impact letter in support of SFPD's application for the Organized Retail Theft (ORT) Prevention Grant.

The North Face has been affected by ORT in significant ways over the last 5 years, including, but not limited to: theft to the magnitude of over $200,000 last year. Having employees and customers witness and be involved with aggressive and threating behavior. This has made it more difficult for us to provide a safe experience for our employees and customers. We have had to make numerous changes to our business operations in response, such as additional security at a cost of $310,000 annually.

SFPD currently provides patrol services in the vicinity of our stores, deploys additional foot beat officers on an overtime basis outside our stores, and has dedicated several sergeant-investigators of its Burglary Detail specifically to ORT. The North Face's clerks, security staff, and loss prevention officers coordinate and collaborate with these officers on a regular basis.

SFPD has described their grant application to The North Face, in particular their plan to dedicate the additional resources funded by the grant in form of advanced equipment, "blitz" operations, and analytical support. SFPD has also described their plan for continued training and media operations in the field. The North Face looks forward to partnering with SFPD and supporting them in these operations as we believe they will increase the capacity for SFPD apprehend ORT offenders far beyond their current efforts.

If SFPD receives the funding, The North Face plans to participate and cooperate with the investigation needs of SFPD's planned expansion. The North Face strongly endorses SFPD's application for the ORT grant. SFPD reaffirms its commitment to fighting ORT and maximizing the impact of the grant funding.

William Scott
Chief of Police

Eric Agurcia
Regional Loss Prevention Manager VF Corp

Internal Use

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158

LONDON N. BREED
MAYOR

WILLIAM SCOTT
CHIEF OF POLICE

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: July 5, 2023

Submitted by: Chief William Scott
San Francisco Police Department
1245 3rd Street
San Francisco, CA 94154

Marisa Rodriguez
Union Square Alliance
291 Geary Street Suite #200
San Francisco, CA 94102

To The Board of State and Community Corrections:

The San Francisco Police Department and the Union Square Alliance jointly submit this local impact letter in support of SFPD's application for the Organized Retail Theft (ORT) Prevention Grant.

Union Square is the unrivaled hub of retail stores in San Francisco, boasting a remarkable collection of brands like Nike, Louis Vuitton, Zara, Chanel, Apple, Victoria Secret, and esteemed department stores such as Macy's. It attracts shoppers from far and wide, making it a key destination for fashion enthusiasts and consumers seeking top-tier shopping experiences. The significance of ensuring a safe and secure retail district in Union Square cannot be overstated. It is crucial not only for the well-being of employees but also for the satisfaction and protection of shoppers. Serving as the economic core for the City and County of San Francisco, Union Square plays a pivotal role in driving the local economy. Covering an expansive area of 27 city blocks and accounting for an impressive $21 billion in assessed rates, Union Square constitutes a substantial 3% of the City's total assessed value. The General Fund provided by the City helps fund essential policing and first responder services. The fund relies on Union Square to prosper and as seen in the news, we are seeing stores leaving in rapid succession citing retail theft and quality of life, and crime. Therefore, maintaining a secure environment in this district is vital for fostering a thriving retail sector, sustaining economic growth, and ensuring the overall prosperity of the city.

The Union Square district has been affected by ORT in significant ways over the last few years pre and post pandemic including most notoriously the Louis Vuitton smash and grabs in November 2021. Additionally, businesses in the area, including Macy's, It'Sugar, and Nike, have been consistently reporting thefts on a daily basis. This ongoing issue has created difficulties in attracting new businesses to the district and maintaining the current ones. With a high vacancy rate of 30%, it is crucial that we address these challenges and prevent further loss of business due to retail theft and concerns regarding the safety of employees and customers.

SFPD currently provides patrol services in the vicinity of our stores, deploys additional foot beat officers on an overtime basis outside our stores, and has dedicated several sergeant-investigators of its Burglary Detail specifically to ORT. Security staff and loss prevention

officers coordinate and collaborate with these officers on a regular basis. SFPD also maintains regular contact with the Alliance's 24/7 Member Services Department.

SFPD has described their grant application to the Alliance, in particular their plan to dedicate the additional resources funded by the grant in the form of advanced equipment, "blitz" operations, and analytical support. SFPD has also described their plan for continued training and media operations in the field. The Alliance looks forward to partnering with SFPD and supporting them in these operations as we believe they will increase the capacity for SFPD apprehend ORT offenders far beyond their current efforts.

If SFPD receives the funding, the Union Square Alliance will assist by making surveillance video available for active investigations when requests are made. We will convene and facilitate meetings with retail stakeholders like loss prevention agents and general managers to help establish best practices and support police investigations, and work closely with the District Attorney's office to coordinate offices and identify resources. We will also host an Annual Retail Summit and Safe Shopper summit for the holidays, and we will identify resources for the community to aid in organized retail theft abatement as needed.

The Union Square Alliance strongly endorses SFPD's application for the organized retail theft grant. SFPD reaffirms its commitment to fighting ORT and maximizing the impact of the grant funding.

William Scott
Chief of Police

Marisa Rodriguez
Union Square Alliance
CEO

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158

LONDON N. BREED
MAYOR

WILLIAM SCOTT
CHIEF OF POLICE

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: June 16, 2023

Submitted by: Chief William Scott
San Francisco Police Department
1245 3rd Street
San Francisco, CA 94154

Jose Barreto
Walgreens Co.
151 E. 3rd Avenue
San Mateo, CA 94401

To The Board of State and Community Corrections:

I am writing on behalf of Walgreens to express our commitment to supporting local law enforcement departments in their efforts to combat Organized Retail Crime (ORC) in San Francisco, CA. We recognize the importance of collaboration between law enforcement agencies and retailers like us to address this growing challenge effectively.

At Walgreens, we take ORC seriously, and we are actively working to mitigate its impact on our operations and the safety of our team members, patients and customers. We understand the crucial role law enforcement plays in investigating and apprehending those responsible for these criminal activities. In line with our commitment, we would like to extend our support to your department by assisting in obtaining grants dedicated to fighting ORC.

Our data reveals that Walgreens loses 12% of profits due to product shrink across our 539 stores in California. The retail value of our total annual losses in California is higher than any other state in the country with CA stores losing 2.6 times more than the average store in the chain. Our rate of internally reported incidents of criminal activity in CA is 2.4 times more than our national per store average. This significant financial burden not only affects our profitability but more importantly, negatively impacts our team members' safety, job satisfaction, and overall customer/patient experience. This grant funding will increase San Francisco Police Department's resources which will reduce retail losses and create a safer environment for our team members, patients, and customers.

It is crucial that we address this issue collectively, pooling our resources, expertise, and strategies. By joining forces, we can develop proactive measures to prevent ORC, identify and apprehend offenders, and create a deterrent effect that will ultimately protect our businesses and communities we serve. We firmly believe that grant funding and a strong partnership between Walgreens and The San Francisco Police Department will be instrumental in achieving this shared goal.

William Scott
Chief of Police

Jose Barreto
Major Crimes Investigations Manager

State of California-Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Golden Gate Division
1551 Benica Road
Vallejo, CA 94591
(707) 917-4300
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 20, 2023

File No.:301.16566.16216

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

Subject: The Organized Retail Theft Prevention Grant Program

To Whom it May Concern,

The San Francisco Police Department (SFPD) is taking proactive steps to address the issue of organized retail crime by fostering a strong collaboration with allied law enforcement agencies. Recognizing the detrimental impact of these criminal activities on the community and local businesses, the California Highway Patrol (CHP) is committed to working hand in hand with the SFPD to combat this problem effectively. Through information sharing, joint investigations, and coordinated enforcement efforts, the CHP and the SFPD will pool their resources, expertise, and intelligence to dismantle organized retail crime networks operating within the city. By developing a comprehensive strategy that combines prosecution, deterrence, and prevention, this collaborative approach aims to disrupt the illicit operations, bring perpetrators to justice, and safeguard the retail industry, ultimately promoting a safer and more secure environment for the residents of San Francisco.

If you have any questions regarding this letter, please feel free to contact me at (707) 917-4300.

Sincerely,

E. BEAUCHAMP, Chief
Golden Gate Division

flock safety

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: June 22, 2023

This letter is being sent to document the Flock Safety will partner with the Organized Retail Theft Prevention Grant Program proposal that is being submitted by the City of San Francisco Police Department.

By submitting this letter, Flock Safety is committed to do the following:

1. Use best efforts to promptly deliver services during the implementation phase so as to maximize utilization of Flock's ALPR technology during the grant period
2. Flock Safety will work with SFPD to conform Flock ALPR implementation and deployment with San Francisco's surveillance policy governing ALPR.
3. Flock Safety will provide training, technical support, and education to SFPD users
4. Maintain Flock systems to Flock's high standards of security and privacy protection
5. Comply with the terms and conditions of BSCC ORT grant funding

Thank you,
Kyle Egkan

CITY AND COUNTY OF SAN FRANCICO

BROOKE JENKINS
DISTRICT ATTORNEY

OFFICE OF THE DISTRICT ATTORNEY
350 RHODE ISLAND STREET
NORTH BUILDING, SUITE 400N
SAN FRANCISCO, CALIFORNIA 94103
PHONE: (628 652-4000 FAX: (628) 652-4001

July 6, 2023

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

Re: Organized Retail Theft Prevention Grant Program

To Whom it May Concern:

This letter is being submitted to document that the San Francisco District Attorney's Office ("SFDA") agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the San Francisco Police Department ("SFPD").

The SFDA and SFPD currently enjoy a strong partnership in the investigation and prosecution of retail theft crimes in San Francisco and are committed to working together to support each other's efforts under the proposals submitted regarding the Organized Retail Theft Vertical Prosecution Grant Program (SFDA) and Organized Retail Theft Prevention Grant Program (SFPD) (collectively, the "grant programs").

As part of the grant programs, the SFDA agrees to work cooperatively with the SFPD in the investigation of retail theft crimes throughout San Francisco, with particular emphasis on organized retail theft in the Union Square and Mid-Market commercial core of the City. SFDA will provide attorney input and analysis when requested by SFPD and will share investigative assets from its internal Bureau of Investigations. When presented with potential cases, the SFDA will commit to careful review and evaluation of the proposed charges and, consistent with our ethical and legal obligations, will charge and prosecute these cases in partnership with SFPD. SFDA will also commit to sharing information regarding these prosecutions with SFPD in order to assist with SFDA and SFPD's evaluation and monitoring of their efforts under the grant programs.

I believe that the grant programs will help both SFDA and SFPD in their collective efforts to combat retail theft in San Francisco, and look forward to continuing our partnership in this area.

Very truly yours,

BROOKE JENKINS
District Attorney

DEPARTMENT NOTICE

20-125
08/21/20

Department General Order 5.17
"Bias-Free Policing Policy"
Update Packet #67

The purpose of this directive is to announce the REVISION of Department General Order 5.17, Bias-Free Policing, adopted by the Police Commission on August 12th, 2020.

Members are expected to have a working knowledge of all directives as applicable to their respective assignment and comply with their provisions, per DGO 3.01.12. Members shall obey all written orders, policies and procedures of the Department, per DGO 2.01, Rule 10.

Department General Order update packet #67 is attached to this notice and is available to members on the SFPD Network Intranet site.

William Scott
WILLIAM SCOTT
Chief of Police

Per DN 20-122, both sworn and non-sworn members are required to electronically acknowledge receipt and review of this Department Notice in PowerDMS. Any questions regarding this policy should be made to sfpd.writtendirectives@sfgov.org who will provide additional guidance about the directive.

BIAS-FREE POLICING POLICY

A guiding principle of the San Francisco Police Department is its commitment to treating all people with dignity, fairness and respect. It is crucial for members to carry out their duties in a manner free from bias and eliminate any perception of policing that appears biased. This order outlines the policy for bias-free policing.

A fundamental right guaranteed by the Constitution of the United States is equal protection under the law. Along with this right is the fundamental right to be free from unreasonable searches and seizures by government agents as guaranteed by the Fourth Amendment. Department members are charged with protecting these rights for all people, regardless of race, color, ethnicity, national origin, age, religion, gender identity or expression, sexual orientation, mental or physical disability, or socio-economic status. Police action that is biased is illegal and violates these rights. Biased policing is unsafe, unjust and ineffective. It also alienates the public, fosters distrust of police, and undermines legitimate law enforcement efforts.

I. POLICY

This policy establishes the San Francisco Police Department's commitment to just, transparent and bias-free policing and reinforces existing policies and procedures that serve to assure the public that the SFPD is providing services and enforcing laws in an equitable manner. It also clarifies the limited circumstances in which members can consider race, color, ethnicity, national origin, religion, age, gender identity or expression, sexual orientation, mental or physical disability, or socio-economic status when making law enforcement decisions.

II. DEFINITIONS

A. RACIAL & IDENITY PROFILING. The California Penal Code defines racial and identity profiling as the consideration of, or reliance on, to any degree, actual or perceived race, color, ethnicity, national origin, age, religion, gender identity or expression, sexual orientation, mental or physical disability in deciding which person to subject to a stop or in deciding upon the scope or substance of law enforcement activities following a stop, except that an officer may consider or rely on characteristics listed in a specific suspect description. These activities include, but are not limited to, traffic or pedestrian stops, or actions during a stop, such as asking questions, frisks, consensual and nonconsensual searches of a person or any property, seizing any property, removing vehicle occupants during a traffic stop, issuing a citation, and making an arrest.

B. BIASED POLICING. When providing law enforcement services or enforcement, bias policing occurs when law enforcement inappropriately considers characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, socio-economic status, age, cultural group, disability or affiliation with any non-criminal group.

C. IMPLICIT BIAS. Implicit Bias refers to the attitudes or stereotypes that affect a person's understanding, actions, and decisions in an unconscious manner. These biases, which encompass both favorable and unfavorable assessments, are activated involuntarily and without an individual's awareness or intentional control. Implicit biases are different from known biases that individuals may choose to conceal. Rather, implicit biases are not accessible through self-reflection or examination.

D. BIAS BY PROXY. Bias by proxy occurs when individuals call the police and make false or ill-informed claims of misconduct about persons they dislike or are biased against based on explicit racial and identity profiling or implicit bias. When the police act on a request for service rooted in implicit or explicit bias, they risk perpetuating the caller's bias. Members should use their critical decision-making skills drawing upon their training to assess whether there is criminal conduct.

III. PROCEDURES

A. Policing Impartially

1. The Fourth Amendment of the United States Constitution and statutory authority require reasonable suspicion for investigative detentions and traffic stops, and probable cause for arrests and certain searches and seizures. To meet either standard, members must be able to articulate specific facts, circumstances, and conclusions that support the probable cause or reasonable suspicion determination.

2. Except as part of a specific individual description, members may not use, to any degree, race, color, ethnicity, national origin, age, religion, gender identity or expression, sexual orientation, mental or physical disability or socio-economic status as a basis for establishing either reasonable suspicion or probable cause; for deciding whether to initiate a consensual encounter; when requesting a consensual search; or for determining if there is a lawful basis to search.

3. Members seeking one or more specific persons who have been identified or described in part by any of the above listed characteristics may rely on them only when the characteristic is part of a specific description based upon relevant information that links a specific person to a particular unlawful incident or a call for service. The listed characteristics should not be given undue weight.

4. Members should use their critical decision-making skills drawing upon their training to assess whether there is evidence of criminal activity after independently assessing the circumstances. When carrying out their duties, members should be cognizant of racial and identify profiling, implicit bias and bias by proxy.

B. Preventing Perceptions of Biased Policing

In an effort to prevent perceptions of biased policing:

1. When conducting an investigative detention, members, with consideration for officer safety, shall do the following:

   a. Be courteous and professional (SEE DGO 2.01, General Rules of Conduct, Rule 14).

   b. Approach the person being stopped, identify themselves by their name and rank, and provide an explanation for the stop as soon as practical and when safe. When effecting vehicle stops, members shall provide this information before asking the driver for his or her a driver's license and registration. (SEE DGO 5.03, Investigative Detentions)

   c. Ensure the detention is no longer than necessary to take appropriate actions for the known or suspected offense, including but not limited to conducting a pat search, and that the person understands the nature of reasonable delays. Members shall provide a Certificate of Release in accordance with the provisions in DGO 5.03, Investigative Detentions.

   d. Answer questions the person may have regarding the stop, including an explanation of options for traffic citation disposition, if relevant. (SEE DGO 5.03, Investigation Detentions)

2. For consensual encounters (see DGO 5.03), members shall provide, if requested:

   a. The member's name, star number, and assignment. (SEE DGO 2.01, General Rules of Conduct, Rule 14)

   b. Written information regarding the filing of a commendation or complaint that includes the SFPD's and the DPA's website addresses. (SEE DGO 2.04, Complaints Against Officers)

C. Training

1. The California State legislature has enacted Penal Code § 13519.4 mandating additional training for all California law enforcement officers to foster mutual respect and cooperation between law enforcement and members of all racial, identity and cultural groups. To comply with this mandate, the Training Division shall develop training that is informed by contemporary, evidence-based best practices that includes, but is not limited to:

   a. Identification of key indices and perspectives that make up racial, identity and cultural differences among residents;

   b. Negative impact of intentional and implicit biases, prejudices, and stereotyping on effective law enforcement, including examination of how historical perceptions of discriminatory enforcement practices have harmed police-community relations and contributed to injury, death, disparities in arrest, detention and incarceration rights, and wrongful convictions;

   c. The history and role of the civil and human rights movement and struggles and their impact on law enforcement;

   d. Specific obligations of peace officers in preventing, reporting and responding to discriminatory or biased practices by fellow peace officers;

   e. Perspectives of diverse, local constituency groups and experts on particular racial, identity, and cultural and police-community relations; and

   f. The prohibition against racial or identity profiling.

2. The Training Division shall ensure that both sworn and civilian members of SFPD attend training that is consistent with legislative, Peace Officer Standards and Training (P.O.S.T.) and SFPD requirements, including but not limited to:

   a. Equal Employment Opportunity/Harassment

   b. Principled Policing and Procedural Justice

   c. Racial and Cultural Diversity and Racial Profiling

   d. Creating an Inclusive Environment

   e. Managing Implicit Biases

   f. Bias by Proxy

D. Member's Responsibility and Compliance

All members are responsible for knowing and complying with this policy. Any member who becomes aware of biased policing, as defined by this DGO 5.17, or any other violation of this policy shall report it in accordance with established procedure.

References:

DGO 2.01, General Rules of Conduct
DGO 2.04, Complaints Against Officers
DGO 5.03, Investigative Detentions
Penal Code Section 13519.4

Surveillance Technology Policy

Automated License Plate Reader (ALPR)
Police Department

The City and County of San Francisco values privacy and protection of San Francisco residents' civil rights and civil liberties. As required by San Francisco Administrative Code, Section 19B, the Surveillance Technology Policy aims to ensure the responsible use of ALPR itself as well as any associated data, and the protection of City and County of San Francisco residents' civil rights and liberties.

PURPOSE AND SCOPE

The Department's mission is to protect life and property, prevent crime and reduce the fear of crime by providing service with understanding, response with compassion, performance with integrity and law enforcement with vision.

The Surveillance Technology Policy ("Policy") defines the manner in which the ALPR will be used to support this mission, by describing the intended purpose, authorized and restricted uses, and requirements.

This Policy applies to all to department personnel that use, plan to use, or plan to secure ALPR data, including employees, contractors, and volunteers. Employees, consultants, volunteers, and vendors while working on behalf of the City with the Department are required to comply with this Policy.

POLICY STATEMENT

The authorized use of ALPR technology for the Department is limited to the following use cases and is subject to the requirements listed in this Policy.

Authorized Use(s):

Locate stolen, wanted, and or other vehicles that are the subject of investigation
To apprehend wanted persons subject to arrest warrants or who are otherwise lawfully sought by law enforcement.
To locate victims, witnesses, suspects, missing children, adults, and/or elderly individuals, including in response to Amber Alerts and Silver Alerts and others associated with a law enforcement investigation.
To assist with criminal investigations initiated by local, state and regional public safety departments by identifying vehicles associated with targets of criminal investigations.
Counter-terrorism: Identify potential threats to critical infrastructure sites.
For other law enforcement purposes as authorized by law: Investigations of major crimes.

On an annual basis, the Department will evaluate the impact of the technology on the following measures:

Prohibited use cases include any uses not stated in the Authorized Use Case section.

- An ALPR alert will not, on its own, identify an individual, reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, information concerning an individual person's sex life or sexual orientation.

- An ALPR alert alone does not substantiate law enforcement response or contact. Contacting an individual solely based on an ALPR alert in the absence of confirming disposition of the vehicle (stolen or recovered), verifying that the observed license plate number matches the ALPR data, and verifying the reason a vehicle or owner is wanted or of interest shall be prohibited.
- No SFPD member shall access ALPR data for any use other than the authorized use cases herein
- ALPR scanning is limited to vehicles exposed to public view.
- No content captured by ALPR cameras other than license plate and vehicle information, geo-location, and time date of capture, shall constitute cause for police enforcement.

BUSINESS JUSTIFICATION

ALPR supports the Department's mission and provides important operational value in the following ways:

ALPR readers allow for automatic and efficient identification of license plates that may be associated with criminal activity or missing persons. The identification of a license plate allows SFPD to recover a victim's vehicle, investigate a crime and lawfully apprehend suspects. SFPD is able to protect life and property using this technology.

In addition, ALPR promises to benefit residents in the following ways:

☐	Education	
☐	Community Development	
☐	Health	
☐	Environment	
☑	Criminal Justice	On-street enforcement of: Stolen Vehicles; Amber Alerts; Unregistered Vehicles; Wanted Criminals; Parking Violations; Be on the Lookout (BOLO), assists criminal investigations
☐	Jobs	
☐	Housing	
☐	Other	

ALPR will benefit the department in the following ways:

Benefit		Description	Quantity
☐	Financial Savings		
☑	Time Savings		
☑	Staff Safety		
☐	Data Quality		
☐	Other		

POLICY REQUIREMENTS

This Policy defines the responsible data management processes and legally enforceable safeguards required by the Department to ensure transparency, oversight, and accountability measures. Department use of surveillance technology and information collected, retained, processed or shared by surveillance technology must be consistent with this Policy;

<table>
<tr><td colspan="2">must comply with all City, State, and Federal laws and regulations; and must protect all state and federal Constitutional guarantees.</td></tr>
<tr><td>Specifications:</td><td>The software and/or firmware used to operate the surveillance technology must be kept up to date and maintained.</td></tr>
<tr><td>Safety:</td><td>Surveillance technology must be operated in a safe manner. Surveillance technology should not be operated in a way that infringes on resident civil rights, including privacy, or causes personal injury or property damage.</td></tr>
<tr><td>Data Collection:</td><td>Departments shall minimize the use, collection, and retention of Personally Identifiable Information (PII) to what is strictly necessary to accomplish the intended purpose of the surveillance technology.

Department shall only collect data required to execute the authorized use case. All data collected by the surveillance technology, including PII, shall be classified according to the City's Data Classification Standard.

Should information be incidentally collected that is not necessary to accomplish the intended purpose of the surveillance technology, including information that may be used to identify persons or private information, Department shall remove all incidental PII from raw data.

Data types can take the form video, audio, still images. Data formats can take the form of XML, PDF, HTML, Plain Text, JPEG, etc. The surveillance technology collects the following data types and formats:

• Video in MOV format
• Still images from cameras in PDF format

The surveillance technology collects the following data types:

<table><tr><th>Data Type(s)</th><th>Format(s)</th><th>Classification</th></tr><tr><td>Digital images of vehicle license plates and their associated vehicles</td><td>Encoded and stored in SQL</td><td>Level 3</td></tr><tr><td>Date and time the license plate passes a digital-image site where an ALPR is located</td><td>SQL server datetime</td><td>Level 3</td></tr></table></td></tr>
<tr><td>Notification:</td><td>Decals identifying that ALPR is in use will be placed on marked patrol vehicles outfitted with ALPR. Decals will not be placed on unmarked vehicles outfitted with ALPR, as it poses operational and officer safety</td></tr>
</table>

	issues. Posted signs are not logistically feasible as marked patrol vehicles are constantly reassigned based on operational needs, which fluctuate. Department includes the following items in its public notice: ☒ Type of technology in use ☐ Information on the surveillance technology ☐ Description of the authorized use ☐ Type of data collected ☐ Will persons be individually identified ☐ Data retention ☐ Department identification ☐ Contact information
Access:	All parties requesting access must adhere to the following rules and processes (please refer to the data sharing section to ensure all information covered in that section is also included below): US DOJ's *California Law Enforcement Telecommunications System (CLETS) rules and regulations, NCRIC ALPR policy, Dept. Bulletin 15-221 and DGO 10.08, SFPD members must be approved to access the ALPR data and the data must be tied to an investigation and per. *CLETS is the computer network that connects public safety agencies across the state to criminal histories, driver records, and other databases. DOJ grants each public safety agency's access. Officers shall not stop a vehicle solely based on an ALPR alert. Before stopping a vehicle based on an ALPR alert for a stolen or felony want, the officer conducting the stop shall: 1. Visually verify the alphanumeric characters on the plate of the suspect vehicle to be detained, AND 2. Verify through CLETS or through the Department of Emergency Management (dispatch has CLETS access) that the license plate on the vehicle to be detained is currently listed on the DOJ database as stolen or wanted. Other ALPR alerts (e.g. 852 "auto boost", 459 "burglary", 10-43 "of interest to special investigation", etc.) do not provide officers with justification to conduct a traffic stop or detain a vehicle and the occupants. Sufficient probable cause has not been established to stop a "vehicle of interest" that is the focus of a criminal investigation. These alerts may provide officers with additional instructions or information when a vehicle is located. Officers should follow the instructions on the alert, use discretion, and have independent probable cause to justify a traffic stop.

	A. Department employees Once collected, the following roles and job titles are authorized to access and use data collected, retained, processed or shared by the surveillance technology. • Sworn members, Civilian Crime analysts, Radio Shop Technicians (access to hardware) The following providers are required to support and maintains the surveillance technology and its associated data to ensure it remains functional: • NCRIC hosts the ALPR data repositories. Vehicle Theft Abatement Funds pay for maintenance. *B. Members of the public* ALPR data is classified as Level 3 Sensitive. ALPR data has previously been deemed as exempt from the California Public Records Act, however each request submitted by a member of the public will be reviewed to determine whether the data can be released. SFPD shall comply with the requirements of the Federal and State Constitutions, and federal and State civil procedure laws and rules.
Data Security:	Department shall secure PII against unauthorized or unlawful processing or disclosure; unwarranted access, manipulation or misuse; and accidental loss, destruction, or damage. Surveillance technology data collected and retained by the Department shall be protected by the safeguards appropriate for its classification level(s). To protect surveillance technology information from unauthorized access and control, including misuse, Departments shall, at minimum, apply the following safeguards: Northern California Regional Intelligence Center (NCRIC) hosts the ALPR data collected by SFPD equipment. Only Authorized SFPD members with an account can access the repository of data via the Back Office Server Software (BOSS) application. SFPD Information Technology Division and Special Investigations Division will not grant user access to ALPR data unless they are approved to do so. All SFPD members are required to comply with CLETS and department written directives. Non-compliance may result in progressive discipline measures.
Data Sharing:	If the ALPR data is not exempt from California Public Records Act, SFPD will comply with the California Public Records Act, the San Francisco Sunshine Ordinance, the requirements of the federal and State Constitutions, and federal and State civil procedure laws and rules.

	SFPD will endeavor to ensure that other agencies or departments that may receive data collected by [the Surveillance Technology Policy that it operates] will act in conformity with this Surveillance Technology Policy. For internal and externally shared data, shared data shall not be accessed, used, or processed by the recipient in a manner incompatible with the authorized use cases stated in this Policy. SFPD shall ensure proper administrative, technical, and physical safeguards are in place before sharing data with other CCSF departments, outside government entities, and third-party providers or vendors. (See Data Security) SFPD shall ensure all PII and restricted data is de-identified or adequately protected to ensure the identities of individual subjects are effectively safeguarded. Each department that believes another agency or department receives or may receive data collected from its use of STs should consult with its assigned deputy city attorney regarding their response. The Department currently participates in the following sharing practices: A. Internal Data Sharing Department shares the following data with the recipients: • District Attorney's Office for use as evidence to aid in prosecution, in accordance with laws governing evidence; • Public Defender's Office or criminal defense attorney via the District Attorney's Office in accordance with California discovery laws Data sharing occurs at the following frequency: as-needed Before sharing data with any recipients, the Department will use the following procedure to ensure appropriate data protections are in place: ☑ Confirm the purpose of the data sharing aligns with the department's mission. ☐ Consider alternative methods other than sharing data that can accomplish the same purpose. Redact names, scrub faces, and ensure all PII is removed in accordance with the department's data policies. ☑ Review of all existing safeguards to ensure shared data does not increase the risk of potential civil rights and liberties impacts on residents. ☑ Evaluation of what data can be permissibly shared with members of the public should a request be made in accordance with the San Francisco's Sunshine Ordinance. ☐ Ensure shared data will be done in a cost-efficient manner and exported in a clean, machine-readable format.

	B. External Data Sharing Department shares the following data with the recipients: •NCRIC law enforcement partners, as part of a criminal or administrative investigation; Parties to civil litigation, or other third parties, in response to a valid Court Order. Data sharing occurs at the following frequency: as-needed. To ensure that entities receiving data collected by the surveillance technology comply with the Surveillance Technology Policy, Department shall: Comply with all applicable laws, rules, and regulations, including but not limited to, to the extent applicable, the California Values Act (Government Code Section 7284 et seq.). If Department's general counsel determines ALPR data can be disclosed in response to a public information request, the department will redact PII as it will be considered investigative/evidentiary material. The Department may use its discretion when releasing investigative/evidentiary material per SFPD DGO 3.16.
Data Retention:	Department may store and retain raw PII data only as long as necessary to accomplish a lawful and authorized purpose. Please list data retention schedules (i.e., x type of data will be retained for 1 year) based on the following categories: • Permanent records (i.e., records that are essential): shall be retained and preserved indefinitely • Current records (i.e., records for operational necessity, ready reference, convenience): record retention schedules may vary but generally less than 10 years • Storage records (i.e., records retained offsite): record retentions may vary but generally less than 10 years The Department's data retention period and justification are as follows: SFPD defers to the NCRIC retention standard: ALPR records are maintained for 12 months from capture. If a record is connected to a criminal investigation or criminal intelligence file it may be retained for 5 years. ALPR Technology data associated with a criminal investigation may be downloaded onto an electronic storage device or printed. Downloaded, copied, and printed data shall be maintained in accordance with applicable local, state and federal evidentiary laws, to include retaining

	the data through the adjudication of a case in a recognized court of law, as well as allotment of time for an appeals process and statute of limitations. ALPR does not collect PII data and as such PII data shall not be kept in a form which permits identification of data subjects Departments must establish appropriate safeguards for PII data stored for longer periods. Data will be stored in the following location: ☑ Local storage ☑ Vendor managed storage ☐ Department of Technology Data Center ☐ Software as a Service Product ☐ Cloud Storage Provider
Data Disposal:	Upon completion of the data retention period, Department shall dispose of data in the following manner: Practices: ALPR data are cleared after 1 year from capture unless associated with a criminal investigation. Processes and Applications: If ALPR data is associated with a criminal investigation and must be disposed of due to retention schedule, confidential information shall be disposed of according to SFPD Department Notice 20-166: https://www.sanfranciscopolice.org/sites/default/files/2020-08/SFPDNotice20.116.20200804.pdf CLETS Information (print-outs, CDs, Flash Drives, Diskettes or any other storage media) no longer has a necessary law enforcement purpose, members shall dispose of it in the following manner: • Hard copies and print-outs - with the exception of staples and paper clips - shall be placed in the gray colored Shred Works shredding bins. Facility Coordinators, or other designated SFPD employees, shall ensure that these bins are always located in a secure area of the SFPD facility. • If a member has stored CLETS Information on any electronic storage media, the member shall be responsible for its proper destruction.
Training:	To reduce the possibility that surveillance technology or its associated data will be misused or used contrary to its authorized use, all individuals requiring access must receive training on data security policies and procedures. At the very least, department shall require all elected officials, employees, consultants, volunteers, and vendors working with the technology on its

	behalf to read and formally acknowledge all authorized and prohibited uses. Department shall also require that all individuals requesting data or regularly requiring data access receive appropriate training before being granted access to systems containing PII. NCRIC provides training information to the Department.

COMPLIANCE

Department shall oversee and enforce compliance with this Policy using the following methods:

These policies will have the same compliance requirements as all Department Written Directives and Police Commission Resolutions.

The Department shall assign the following personnel to oversee Policy compliance by the Department and third-parties.

Deputy Chief of Investigations, Lieutenant of Special Investigations Division.
In addition, each member of the department belongs to a chain of command. The Officer in Charge (OIC) of that chain of command is responsible for overseeing compliance with all SFPD written directives and the surveillance technology polices. If allegations arise that a member is not in compliance, the OIC will initiate an investigation and will take the appropriate action which could include an investigation of misconduct by Internal Affairs.

Sanctions for violations of this Policy include the following:

San Francisco Police Department will conduct an internal investigation though the Chief of Staff/Internal Affairs (IA) Unit. The results of the investigation will be reported to the Chief of Police, who will determine the penalty for instances of misconduct. Under San Francisco Charter section A8.343, the Chief may impose discipline of up to a 10-day suspension on allegations brought by the Internal Affairs Division or the DPA. Depending on the severity of the allegation of misconduct, the Chief or the DPA may elect to file charges with the Police Commission for any penalty greater than the 10-day suspension. Any discipline sought must be consistent with principles of just cause and progressive discipline and in accordance with the SFPD Disciplinary Guidelines.

If a Department is alleged to have violated the Ordinance under San Francisco Administrative Code Chapter 19B, Department shall post a notice on the Department's website that generally describes any corrective measure taken to address such allegation.

Department is subject to enforcement procedures, as outlined in San Francisco Administrative Code Section 19B.8.

DEFINITIONS

Personally Identifiable Information:	Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
Raw Data:	Information collected by a surveillance technology that has not been processed and cleaned of all personal identifiable information. The distribution and use of raw data is tightly restricted.
Exigent Circumstances	An emergency involving imminent danger of death or serious physical injury to any person that requires the immediate use of Surveillance Technology or the information it provides.

AUTHORIZATION

Section 19B.4 of the City's Administrative Code states, "It is the policy of the Board of Supervisors that it will approve a Surveillance Technology Policy ordinance only if it determines that the benefits the Surveillance Technology ordinance authorizes outweigh its costs, that the Surveillance Technology Policy ordinance will safeguard civil liberties and civil rights, and that the uses and deployments of the Surveillance Technology under the ordinance will not be based upon discriminatory or viewpoint-based factors or have a disparate impact on any community or Protected Class."

QUESTIONS & CONCERNS

Public:

Members of the public can register complaints with the Department of Police Accountability (DPA). DPA, by Charter authority, receives and manages all citizen complaints relating to SFPD. DPA manages, acknowledges and responds to complaints from members of the public.

Department shall acknowledge and respond to concerns in a timely and organized response. To do so, Department shall:

SFPD will update the SFPD public website to include surveillance technology policies and will include a general email address for public inquiries. The general email box will be assigned to a staff member in the Chief's Office.

City and County of San Francisco Employees:

All questions regarding this policy should be directed to the Chief of Police at SFPDChief@sfgov.org. Similarly, questions about other applicable laws governing the use of the surveillance technology or the issues related to privacy should be directed to the Chief of Police at SFPDChief@sfgov.org.

APPENDIX A: Surveillance Technology Policy Requirements

The following section shows all Surveillance Technology Policy requirements in order as defined by the San Francisco Administrative Code, Section 19B.

1. A description of the product and services addressed by the Surveillance Technology, including the identity of any provider(s) whose services are essential to the functioning or effectiveness of the Surveillance Technology equipment or services for the intended purpose.

Vehicle-mounted Automated License Plate Recognition (ALPR) technology shall be used to automate the processing of vehicle license plate information by transforming images into alphanumeric characters with optical recognition software and storing those images, plate information and related metadata, including time and geo-location information.
Vehicle-mounted Automated License Plate Recognition (ALPR) technology automates the processing of vehicle license plate and compliance information. Specifically, ALPR:
uses specially-designed cameras mounted on law enforcement vehicles to capture digital images of license plates and vehicles as they drive through the streets;
alphanumeric characters are translated using optical character recognition (OCR) software to enable;

- Searches full plates, with color pictures of identified vehicles for plate read verification
- Partial plate searches that return possible matches to assist with identifying suspects' vehicles
- stores the images, plate information, and related metadata in a restricted-access database;
- compares the license plate characters with state, local law enforcement and customized hotlists;

Mobile ALPR Systems
Mobile ALPR Systems assist on-street patrol officers checking for criminal activity by capturing and analyzing license plates against known databases. The cameras are mounted securely below the lightbar for limited visual interference.

Features and Benefits
Offers high resolution coverage for a full lane of traffic with up to two concurrent vehicles in the field of view.
Instantly checks captured plates against one or more databases of interest to immediately alert officers of hits.
Increases spatial awareness for improved officer safety.
Enhances proactive, preventative enforcement by enabling more intelligent investigations. ALPR database stores all collected data in a central location to support data analysis, data queries and reporting for law enforcement investigations.

System Components
Mobile ALPR Camera(s) – Each System has 1 to 4 dual (IR and color) mobile cameras.
Mobile ALPR Processor – Each processor simultaneously supports up to 4 mobile cameras.
Brackets – A variety of camera mounting brackets for various vehicles and light-bar designs.
In-car software – PAGIS software provides the graphical user interface (GUI) and in-car application. It compares ALPR images against federal, local or customized hotlists and sends alert when a match occurs.

Other Existing ALPR Systems Available
Stationary – Cameras may be permanently affixed to a specific location like a traffic light, telephone pole or at entrances of facilities or freeway exit ramps.
Semi-Stationary – ALPR system is located on a trailer which can be moved to different locations as operational needs change.
Smartphone Applications – Mobile applications can be uploaded onto patrol officer's Department issued smartphones and use the smartphone's camera capabilities.

SFPD does not have access to, own, lease or use Stationary ALPR cameras or Smartphone ALPR applications. The Department will comply with the ALPR Surveillance Technology Policy, authorized use cases, prohibitions and impact report should the Department acquire or procure either the Stationary or Mobile application ALPR systems.

2. A description of the purpose(s) for which the Surveillance Technology equipment or services are proposed for acquisition, including the type of data that may be collected by the Surveillance Technology equipment or services.

Technology Use:

ALPR readers allow for automatic and efficient identification of license plates that may be associated with criminal activity or missing persons. The identification of a license plate allows SFPD to act quickly and respond to an associated crime, recover a victim's vehicle, investigate a crime and lawfully apprehend suspects. SFPD is able to protect life and property using this technology.

PII:

False. PII is not collected by ALPR technology

3. The uses that are authorized, the rules and processes required prior to such use, and uses of the Surveillance Technology that will be expressly prohibited.

Authorized Uses:

Locate stolen, wanted, and or other vehicles that are the subject of investigation
To locate victims, witnesses, suspects, missing children, adults, and/or elderly individuals, including in response to Amber Alerts and Silver Alerts and others associated with a law enforcement investigation.
To assist with criminal investigations initiated by local, state, federal, and regional public safety departments by identifying vehicles associated with targets of criminal investigations.
Counter-terrorism: Identify potential threats to critical infrastructure sites.
For other law enforcement purposes as authorized by law: Investigations of major crimes.

Rules:

Prohibited Uses:

1. Officers shall not stop a vehicle solely based on an ALPR alert. Before stopping a vehicle based on an ALPR alert for a stolen or felony want, the officer conducting the stop shall:
   Visually verify the alphanumeric characters on the plate of the suspect vehicle to be detained, AND
   Verify through the Department of Emergency Management (dispatch) or through a Ca. DOJ's California Law Enforcement Telecommunications System (CLETS) computer return that the license plate on the vehicle to be detained is currently listed on the DOJ database as stolen or wanted.
   Other ALPR alerts (e.g. 852,459, 10-43, etc.) do not provide officers with justification to conduct a traffic stop or detain a vehicle and the occupants. Sufficient probable cause has not been established to stop a "vehicle of interest" that is the focus of a criminal investigation.
   These alerts may provide officers with additional instructions or information when a vehicle is located.
   Officers should follow the instructions on the alert, use discretion, and have independent probable cause to justify a traffic stop.

2. No SFPD member shall access ALPR data for any use other than the authorized use cases herein
3. Manual entry to trigger an ALPR alert, such as for canvassing or locating a victim, witness or missing person, shall be prohibited except to aid in an active investigation or active criminal court case.
4. ALPR scanning is limited to vehicles exposed to public view.
5. No content captured by ALPR cameras other than license plate and vehicle information, geo-location information, and time date of capture, shall constitute cause for police enforcement.

4. A description of the formats in which information collected by the Surveillance Technology is stored, copied, and/or accessed.

Data Type	Formats STP
Digital images of vehicle license plates and their associated vehicles	Encoded and stored in SQL
Date and time the license plate passes a digital-image site where an ALPR is located	SQL server datetime

5. The specific categories and titles of individuals who are authorized by the Department to access or use the collected information, including restrictions on how and under what circumstances data collected with Surveillance Technology can be analyzed and reviewed, and the rules and processes required prior to access or use of the information.

Employee Job Classification & Title: Police Officers, investigators, Sergeants, Crime Analysts, Lieutenants of SID, or their designee, Deputy Chief of Investigations, Assistant Chiefs and Chief of Police

Department:

SFPD

If applicable, contractor or vendor name:

NCRIC, NICRIC database vendor and NCRIC partner agencies

Rules and processes required prior to data access or use:

NCRIC hosts the ALPR data repositories accessed by a database provided by a vendor available on the SFPD Network for approved users. SFPD IT and SID do not provide access to SFPD members who are not approved users. All SFPD members are required to comply with department written directives. Non-compliance results in progressive discipline measures as outlined under the Compliance Section of this Policy.

6. The general safeguards that protect information from unauthorized access, including encryption and access control mechanisms.

All users of NCRIC ALPR equipment or accessing NCRIC ALPR Data are required to acknowledge that they have read and understood the NCRIC ALPR Policy prior to use of the ALPR System. Only law enforcement NCRIC partners have access to the database.

7. The limited time period, if any, that information collected by the Surveillance Technology will be routinely retained, the reason such retention period is appropriate to further the purpose(s) enumerated in the Surveillance Technology Policy, the process by which the information is regularly deleted after that period lapses, and the specific conditions that must be met to retain information beyond that period

Retention:

NCRIC advises ALPR data retention of 12 months. If a record is connected to a criminal investigation or criminal intelligence file it may be retained for five years.

ALPR Technology data associated with a criminal investigation may be downloaded onto an electronic storage device or printed. Downloaded, copied, and printed data shall be maintained in accordance with applicable local, state and federal evidentiary laws, to include retaining the data through the adjudication of a case in a recognized court of law, as well as allotment of time for an appeals process and statute of limitations.

Reason for retention:

NICRIC policy and SFPD Retention schedule

Deletion process:

NCRIC advises ALPR data retention of 12 months from date of capture. If a record is connected to a criminal investigation or criminal intelligence file it may be retained for 5 years.

ALPR Technology data associated with a criminal investigation may be downloaded onto an electronic storage device or printed. Downloaded, copied, and printed data shall be maintained in accordance with applicable local, state and federal evidentiary laws, to include retaining the data through the adjudication of a case in a recognized court of law, as well as allotment of time for an appeals process and statute of limitations.

Retention exemption conditions:

if general counsel determines that ALPR data can be disclosed in response to a public information request, the department will redact information linked to an individual as it will be considered investigative material.

8. How collected information can be accessed or used by members of the public, including criminal defendants

Will the data be accessible to the public:

ALPR data associated with a criminal investigation will not be accessible to the public. Members of the public can submit a public information request. The Department will defer to general counsel and the SFPD legal unit to determine whether the request can be fulfilled.
How it can be accessed: https://www.sanfranciscopolice.org/get-service/public-records-request

9. Which governmental agencies, departments, bureaus, divisions, or units that may receive data collected by the Surveillance Technology operated by the Department, including any required justification or legal standard necessary to share that data and how it will ensure that any entity receiving such data complies with the Surveillance Technology Policy.

Name of agency: District Attorney's Office for use as evidence to aid in prosecution, in accordance with laws governing evidence; Public Defender's Office or criminal defense attorney via the District Attorney's Office in accordance with California discovery laws; Other law enforcement offices as part of a criminal or administrative investigation; Parties to civil litigation, or other third parties, in response to a valid Court Order; From NCRIC: Only law enforcement personnel that have access to the ALPR database and have: 1. Agreed to the NCRIC privacy policy and non-disclosure agreement. 2. A criminal case or incident number/name. 3. A lawful purpose with a need to know and right to know the information.

ALPR data collected by SFPD and hosted by NCRIC is not used for the enforcement of Immigration Laws. SFPD complies with SF Admin Code Section 12H and 12I.

Justification: Past and current practice associated with the NCRIC partnership

10. The training required for any individual authorized to use the Surveillance Technology or to access information collected by the Surveillance Technology

Training required:

true

Description of training:

Only persons trained in the use of the NCRIC ALPR system, including its privacy and civil liberties protections, shall be allowed access to NCRIC ALPR Data. Training content shall consist of:
- Legal authorities, developments, and issues involving the use of ALPR Data and technology
- Current NCRIC Policy regarding appropriate use of NCRIC ALPR systems;
- Evolution of ALPR and related technologies, including new capabilities and associated risks;
- Technical, physical, administrative, and procedural measures to protect the security of ALPR Data against unauthorized access or use; and
- Practical exercises in the use of the NCRIC ALPR system

Training shall be updated as technological, legal, and other changes that affect the use of the NCRIC ALPR system occur. In no case shall a person utilize the NCRIC ALPR system if he/she has not completed training in more than a year.

11. The mechanisms to ensure that the Surveillance Technology Policy is followed, including internal personnel assigned to ensure compliance with the policy, internal recordkeeping of the use of the technology or access to information collected by the technology, technical measures to monitor for misuse, any independent person or entity with oversight authority, and the sanctions for violations of the policy

Oversight process:

Should a member of the department uncover a violation of ALPR, they will notify the Internal Affairs Unit which will conduct an internal investigation through the Chief of Staff/Internal Affairs Unit. The results of the investigation will be reported to the Chief of Police, who may take disciplinary or policy/procedure action as indicated in the Compliance section of this policy.

Compliance personnel titles:

Q-60 Lieutenant in Special Investigations Division (SID) and Deputy Chief of Investigations, SFPD

12. What procedures will be put in place by which members of the public can register complaints or concerns, or submit questions about the deployment or use of a specific Surveillance Technology, and how the Department will ensure each question and complaint is responded to in a timely manner.

Complaint procedures:

Complaints from members of the public will be forwarded to the Department of Police Accountability (DPA) for investigation. DPA manages the complaint responses.

Departmental follow-up process:

DPA manages the complaint follow- up process. The Surveillance Technology Polices will have the same procedural authority as any Department Written Directive. Non-compliance can result in progressive discipline or sustained complaints.

Members of the public can register complaints with the Department of Police Accountability https://sfgov.org/dpa/complaints. *Members of the public can register questions and concerns or submit questions via calls or emails at 311.org*

Allegation procedures:

Members of the public may submit written notice of an alleged violation of Chapter 19B to SFPDChief@sfgov.org.

If the Department takes corrective measures in response to such an allegation, the Department will post a notice that generally describes the corrective measures taken to address such allegation.

If the Department finds the allegation to be unfounded and subsequently does not take corrective measures, the Department may respond to the complainant directly confirming the justified use of the technology.

Surveillance Impact Report

Automated License Plate Reader ("ALPR")
Police Department

As required by San Francisco Administrative Code, Section 19B, departments must submit a Surveillance Impact Report for each surveillance technology to the Committee on Information Technology ("COIT") and the Board of Supervisors.

The Surveillance Impact Report details the benefits, costs, and potential impacts associated with the Department's use of ALPR.

DESCRIPTION OF THE TECHNOLOGY

The Department's mission is to protect life and property, prevent crime and reduce the fear of crime by providing service with understanding, response with compassion, performance with integrity and law enforcement with vision.

In line with its mission, the Department uses ALPR readers which allow for automatic and efficient identification of license plates that may be associated with criminal activity or missing persons. The quick identification of a license plate allows SFPD to respond to an associated crime, recover a victim's vehicle, investigate a crime and lawfully apprehend suspects.

SFPD shall use ALPR only for the following authorized purposes:

Authorized Use(s):

Locate stolen, wanted, and or other vehicles that are the subject of investigation
To apprehend wanted persons with arrest warrants or who are otherwise lawfully sought by law enforcement.
To locate victims, witnesses, suspects, missing children, adults, and/or elderly individuals, including in response to Amber Alerts and Silver Alerts and others associated with a law enforcement investigation.
To assist with criminal investigations initiated by local, state, federal, and regional public safety departments by identifying vehicles associated with targets of criminal investigations.
Identify potential threats to critical infrastructure sites.
For other law enforcement purposes as authorized by law: Investigations of major crimes.

The following use cases are expressly prohibited.

- An ALPR alert will not, on its own, identify an individual, reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, information concerning an individual person's sex life or sexual orientation
- An ALPR hit on its own will not substantiate law enforcement response or contact. Contacting an individual solely based on an ALPR alert in the absence of confirming disposition of the vehicle (stolen or recovered), verifying that the observed license plate number matches the

ALPR data, and verifying the reason a vehicle or owner is wanted or of interest shall be prohibited.

- No SFPD member shall access ALPR data for any use other than the authorized use cases herein.
- ALPR scanning is limited to vehicles exposed to public view.
- No content captured by ALPR cameras other than license plate and vehicle information, geo-location, and time date of capture, shall constitute cause for police enforcement.

Technology Details
The following a is product description of ALPR

Stationary/Fixed, Semi-Stationary, Mobile and smartphone mobile application ALPR Systems and ALPR Systems assist on-street patrol officers checking for criminal activity by capturing and analyzing license plates against known databases. This compact, rugged system has been IP67 certified and mounts securely below the lightbar for limited visual interference. Features and Benefits Offers high resolution coverage for a full lane of traffic with up to two concurrent vehicles in the field of view. Instantly checks captured plates against one or more databases of interest to immediately alert officers of hits. Increases spatial awareness for improved officer safety. Enhances proactive, preventative enforcement by enabling more intelligent investigations and data sharing across jurisdictions. Back Office System Software stores all collected data in a central location to support data analysis, data queries and reporting for law enforcement investigations (in accordance with each jurisdiction's data retention policy). System Components Mobile ALPR Camera(s) – Each System has 1 to 4 dual (IR and color) mobile cameras. Mobile ALPR Processor – Each processor simultaneously supports up to 4 mobile cameras. Brackets – A variety of camera mounting brackets for various vehicles and light-bar designs. In-car software – PAGIS software provides the graphical user interface (GUI) and in-car application. It compares ALPR images against federal, local or customized hotlists and sends alert when a match occurs.

- How it Works

To function, ALPR Vehicle-mounted Automated License Plate Recognition (ALPR) technology shall be used to automate the processing of vehicle license plate information by translating the images license plate into alphanumeric characters with optical recognition software and storing those images, plate information and related metadata, including time and geo-location information. Vehicle-mounted Automated License Plate Recognition (ALPR) technology automates the processing of vehicle license plate and compliance information. Specifically, ALPR: uses specially-designed cameras mounted on Marked patrol vehicles and unmarked vehicles to capture digital images from surrounding vehicles as they drive through the streets; transforms the images into alphanumeric characters with optical character recognition (OCR) software to enable;
• Searches full plates, with color pictures of identified vehicles for plate read verification
• Partial plate searches that return possible matches to assist with identifying suspects' vehicles
• stores the images, plate information, and related metadata in a restricted-access database;
• compares the transformed license plate characters to databases of license plates of interest to operators;
• archives photo evidence and metadata in support of citations issued ("hits") according to evidence retention standards consistent with City and State law;

ALPR Mobile Applications are uploaded onto patrol officers' Department issued smartphones and eliminate dedicated ALPR vehicles, hardware, and infrastructure and has ability to integrate into the

ALPR reporting systems.

Fixed/Stationary ALPR Cameras are in a fixed location, such as permanently affixing the cameras to traffic lights, telephone poles, or at the entrances of facilities or freeway exit ramps. If cameras are pointed opposite each other, or can be repositioned remotely, law enforcement can know which direction a driver is traveling. Authorization shall be given for continuous deployment of a fixed ALPR (e.g., positioning the ALPR at a specific stationary location), in which case the authorization shall remain in force and effect unless and until rescinded or modified by the Chief of Police or his/her designee.

Semi-Stationary ALPR Cameras are located on a trailer and towed into place at strategic locations throughout the city. When parked, they function much like stationary cameras, capturing the license plates of moving vehicles that pass within view. Semi-Stationary ALPRs can be moved to different locations as operational needs change.

All data collected or processed by ALPR will be handled or stored by an outside provider or third-party vendor on an ongoing basis. Specifically, data will be handled by NCRIC's vendor to ensure the Department may continue to use the technology.

How SFPD Uses ALPR

- The Northern California Regional Intelligence Center (NCRIC) ALPR repository: NCRIC is a Federal, State, Local public safety government program that connects regional law enforcement partners. The Northern California region includes 15 counties. Each law enforcement partner's respective ALPR technology will collect ALPR data and house this data into one central repository. This data consists of license plate image, geo-location, time and date of capture and will create an alert for any license plate associated with a stolen, wanted or of interest vehicle. The central repository can be accessed by NCRIC approved agencies. NCRIC uses a vendor (currently listed as Back Office Server Software (BOSS)) which is available on SFPD Network so approved SFPD members may access the ALPR database for investigative purposes.

- Patrol officers driving marked vehicles or plain clothed officers driving unmarked vehicles outfitted with ALPR technology: The ALPR will scan license plates and may trigger an ALPR alert. The officers use the information from the alert and check it against California Law Enforcement Telecommunications System (CLETS). CLETS is the computer network that connects public safety agencies across the state to criminal histories, driver records, and other databases. "Hot sheets" or "hot lists" are housed in CLETS. The officer confirms through CLETS, the disposition of the license plate (stolen, recovered, attached to person of interest etc.). Once information is verified, the patrol officer may make contact with the vehicle, if occupied, or may begin an investigation, if unoccupied.

- SFPD does not have access to, own, lease or use Stationary ALPR cameras or Smartphone ALPR applications. The Department will comply with the ALPR Surveillance Technology Policy, authorized use cases, prohibitions and impact report should the Department acquire or procure either the Stationary or Mobile application ALPR systems.

IMPACT ASSESSMENT

The impact assessment addresses the conditions for surveillance technology approval, as outlined by the Standards of Approval in San Francisco Administrative Code, Section 19B:

- The benefits of the surveillance technology outweigh the costs.
- The Department's Policy safeguards civil liberties and civil rights.
- The uses and deployments of the surveillance technology are not based upon discriminatory or viewpoint-based factors and do not have a disparate impact on any community or Protected Class.

The Department's use of the surveillance technology is intended to support and benefit the residents of San Francisco while minimizing and mitigating all costs and potential civil rights and liberties impacts of residents.

- Benefits

The Department's use of ALPR has the following benefits for the residents of the City and County of San Francisco:

☐ Education	
☐ Community Development	
☐ Health	
☐ Environment	
☑ Criminal Justice	On-street enforcement of: Stolen Vehicles; Amber Alerts; Silver Alerts; Unregistered Vehicles; Wanted Criminals; Parking Violations; Be on the Lookout (BOLO). Investigation tool for law enforcement inter-agency collaboration.
☐ Jobs	
☐ Housing	
☐ Other	

Additional benefits include:

B. Civil Rights Impacts and Safeguards

The Department has considered the potential impacts and has identified the technical, administrative, and physical protections as mitigating measures:

ALPR System Efficiencies are 98% with a correct Read Rate of 95% resulting in high validity of documentation of incidents. Highly effective read rates protect individuals and civil liberties by ensuring proper, correct capturing of information. SFPD recognizes that all people have a right to privacy and are committed to protecting and safeguarding this constitutional right, and that ALPR could raise concerns regarding real and/or perceived threats to civil liberties and privacy. Specifically, the Department and NCRIC recognize the following actual or potential public concerns:

Identity capture. The public may be concerned that ALPR will capture personally identifiable information (PII) without notice or consent. Although **ALPR does not** independently generate information that identifies vehicle occupants, license plate information can be used to determine the registered owner through a law enforcement investigation. In addition, contextual information like

vehicle occupants, immediate surroundings, building addresses or pedestrians may be pictured. While contextual images are captured they are not searchable/indexed/scanned in the ALPR database. As a result, it is possible that individuals with access to this data could do additional research to identify an individual who may have been captured in the contextual color image. SFPD policy (Dept. Bulletin15-221) and NCRIC policy prohibit the use of ALPR data for anything other than legitimate law enforcement purposes. A license plate number identifies a specific vehicle, not a specific person. The potential to link to an identifiable person can only be realized through a separate step (inquiry to DMV etc.). Without this extra step, the license plate number and time/location data attached are not personally identifying. The investigative process identifies individuals while the ALPR system only automates the collection of the license plate numbers. Patrol vehicles outfitted with ALPR technology are constantly reassigned to District Stations based on operational need. ALPR outfitted vehicles are not concentrated in any one neighborhood in San Francisco.
ALPR data collected by SFPD and hosted by NCRIC is not used for the enforcement of Immigration Laws. SFPD complies with SF Admin Code Section 12H and 12I.

Misidentification. The public may be concerned that, if ALPR data is widely accessible and inaccurate, individuals may be misidentified as the person driving a vehicle that is violating parking rules, or is a criminal suspect. This could lead to improper government actions against such individuals. SFPD does not make ALPR data widely accessible and uses ALPR to detect a vehicle, not the driver. The investigative step is required to identify an individual. The ALPR system does not identify the individual.
Activity monitoring or non-relevant data. The public may be concerned that ALPR data will enable individuals' behaviors to be revealed to and/or monitored by DOT or other government agencies, their partners or affiliates, companies interested in targeted marketing, and/or the public. Such concerns may include basic information about when individuals are in certain locations, as well as concerns about what government or individuals may infer from this data (i.e. marital fidelity, religious observance, or political activity). Although ALPR data is gathered from public places, this could conflict with an individual's expectation of locational privacy. SFPD policy (Dept. Bulletin 15-221 and DGO 10.08) and existing NCRIC user policy prohibit the use of ALPR data for anything other than legitimate law enforcement purposes. ALPR systems are restricted to law enforcement personnel with a lawful purpose for using the system and are not shared with private sector companies and is considered exempt from disclosure under Ca. Public Records Act.

C. Fiscal Analysis of Costs and Benefits

The Department's use of ALPR yields the following business and operations benefits:

Benefit	Description	Quantity/Units
☐ Financial savings		
☑ Time savings		
☑ Staff safety		
☐ Improved data quality		
☐ Other		

The total fiscal cost, including initial purchase, personnel and other ongoing costs is

FTE (new & existing)	2

Classification	Q-60 and Q-2		
	Annual Cost	***Years***	***One-Time Cost***
Total Salary & Fringe	$0	0	$0
Software	$0	0	$0
Hardware/Equipment	$0	0	$15,000
Professional Services	$0	0	$0
Training	$0	0	$0
Other	$0	0	$0
Total Cost [Auto-calculate]	$15,000		

2.1 Please disclose any current or potential sources of funding (e.g. potential sources = prospective grant recipients, etc.). SIR, ASR

Aside from SFPD fleet operational budget, Vehicle Theft Abatement Funds (as defined by California Vehicle Code Section 9250.14) have been utilized to purchase and maintain these units in the past. There is no cost associated with NCRIC database access.

The Department funds its use and maintenance of the surveillance technology through

Aside from SFPD fleet operational budget, Vehicle Theft Abatement Funds (as defined by California Vehicle Code Section 9250.14) have been utilized to purchase and maintain these units in the past.

COMPARISON TO OTHER JURISDICTIONS

Other governmental entities and NCRIC partner agencies utilize ALPR data for similar purposes. NCRIC's area of responsibility includes the following counties: Del Norte, Humboldt, Mendocino, Sonoma, Lake, Napa, Marin, Contra Costa, San Francisco, San Mateo, Alameda, Santa Cruz, Santa Clara, San Benito and Monterey.

APPENDIX A: Surveillance Impact Report Requirements

The following section shows all Surveillance Impact Report requirements in order as defined by the San Francisco Administrative Code, Section 19B.

1. Information describing the Surveillance Technology and how it works, including product descriptions from manufacturers.

Vehicle-mounted Automated License Plate Recognition (ALPR) technology shall be used to automate the processing of vehicle license plate information by translating the images license plate into alphanumeric characters with optical recognition software and storing those images, plate information and related metadata, including time and geo-location information.
Vehicle-mounted Automated License Plate Recognition (ALPR) technology automates the processing of vehicle license plate and compliance information. Specifically, ALPR:
uses specially-designed cameras mounted on vehicles to capture digital images from surrounding vehicles as they drive through the streets;
transforms the images into alphanumeric characters with optical character recognition (OCR) software to enable;

- Searches full plates, with color pictures of identified vehicles for plate read verification
- Partial plate searches that return possible matches to assist with identifying suspects' vehicles
- stores the images, plate information, and related metadata in a restricted-access database;
- compares the license plate characters with state, local law enforcement and customized hotlists

Mobile ALPR Systems
Mobile ALPR Systems assist on-street patrol officers checking for criminal activity by capturing and analyzing license plates against known databases. This compact, rugged system has been IP67 certified and mounts securely below the light bar for limited visual interference.

Features and Benefits
Offers high resolution coverage for a full lane of traffic with up to two concurrent vehicles in the field of view.
Instantly checks captured plates against one or more databases of interest to immediately alert officers of hits.
Increases spatial awareness for improved officer safety.
Enhances proactive, preventative enforcement by enabling more intelligent investigations.
Back Office System Software (NCRIC vendor subject to change) stores all collected data in a central location to support data analysis, data queries and reporting for law enforcement investigations.

System Components
Mobile ALPR Camera(s) – Each System has 1 to 4 dual (IR and color) mobile cameras.
Mobile ALPR Processor – Each processor simultaneously supports up to 4 mobile cameras.
Brackets – A variety of camera mounting brackets for various vehicles and light-bar designs.
In-car software – PAGIS software provides the graphical user interface (GUI) and in-car application. It compares ALPR images against federal, local or customized hotlists and sends alert when a match occurs.

2. Information on the proposed purpose(s) for the Surveillance Technology.

ALPR readers allow for automatic and efficient identification of license plates that may be associated with criminal activity or missing persons. The identification of a license plate allows SFPD to act quickly and respond to an associated crime, recover a victim's vehicle, investigate a crime and lawfully apprehend suspects.

3. If applicable, the general location(s) it may be deployed and crime statistics for any location(s).

The ALPR vehicles have been deployed to all (10) District Stations and specialized units. The vehicle deployment is managed by SFPD Fleet and depends on operational need.

4. An assessment identifying any potential impact on civil liberties and civil rights and discussing any plans to safeguard the rights of the public.

ALPR System Efficiencies are 98% with a correct Read Rate of 95% resulting in high validity of documentation of incidents. Highly effective read rates protect individuals and civil liberties by ensuring proper, correct capturing of information.
SFPD recognizes that all people have an inalienable right to privacy and are committed to protecting and safeguarding this right, and that ALPR could raise concerns regarding real and/or perceived threats to civil liberties and privacy.
Specifically, the Department and NCRIC recognize the following actual or potential public concerns:

Identity capture. The public may be concerned that ALPR will capture personally identifiable information (PII) without notice or consent. Although ALPR does not independently generate information that identifies vehicle occupants, license plate information can be used to determine the registered owner. In addition, vehicle occupants or immediate surroundings (including addresses) may be pictured. As a result, it is possible that individuals with access to this data could do additional research to identify the individual. SFPD policy (Dept. Bulletin 15-221) and NCRIC policy prohibit the use of ALPR data for anything other than legitimate law enforcement purposes. A license plate number identifies a specific vehicle, not a specific person. The potential to link to an identifiable person can only be realized through a separate step (inquiry to DMV etc.). Without this extra step, the license plate number and time/location data attached are not personally identifying. The investigative process identifies individuals while the ALPR system only automates the collection of the license plate numbers.

Misidentification. The public may be concerned that, if ALPR data is widely accessible and inaccurate, individuals may be misidentified as the person driving a vehicle that is violating parking rules, or is a criminal suspect. This could lead to improper government actions against such individuals. SFPD does not make ALPR data widely accessible and uses ALPR to detect a vehicle, not the driver. The investigative step is required to identify an individual. The ALPR system does not identify the individual.

Activity monitoring or non-relevant data. The public may be concerned that ALPR data will enable individuals' behaviors to be revealed to and/or monitored by DOT or other government agencies, their partners or affiliates, companies interested in targeted marketing, and/or the public. Such concerns may include basic information about when individuals are in certain locations, as well as concerns about what government or individuals may infer from this data (i.e. marital fidelity, religious observance, or political activity). Although ALPR data is gathered from public places, this could conflict with an individual's expectation of locational privacy. SFPD policy (Dept. Bulletin 15-221 and DGO 10.08) and existing NCRIC user policy prohibit the use of ALPR data for anything other than legitimate law enforcement purposes. ALPR systems are restricted to law enforcement personnel with a lawful purpose for using the system and are not shared with private sector companies and is considered exempt from disclosure under Ca. Public Records Act.

5. The fiscal costs for the Surveillance Technology, including initial purchase, personnel and other ongoing costs, and any current or potential sources of funding.

Number of FTE (new & existing)	2
Classification	Q-60 and Q-2

Total Salary & Fringe	$0
Software	$0
Hardware/Equipment	$15,000
Professional Services	$0
Training	$0
Other	$0
Total Cost [Auto-calculate]	$15,000

Aside from SFPD fleet operational budget, Vehicle Theft Abatement Funds (as defined by California Vehicle Code Section 9250.14) have been utilized to purchase and maintain these units in the past. There is no cost associated with NCRIC database access.

6. Whether use or maintenance of the technology will require data gathered by the technology to be handled or stored by a third-party vendor on an ongoing basis.

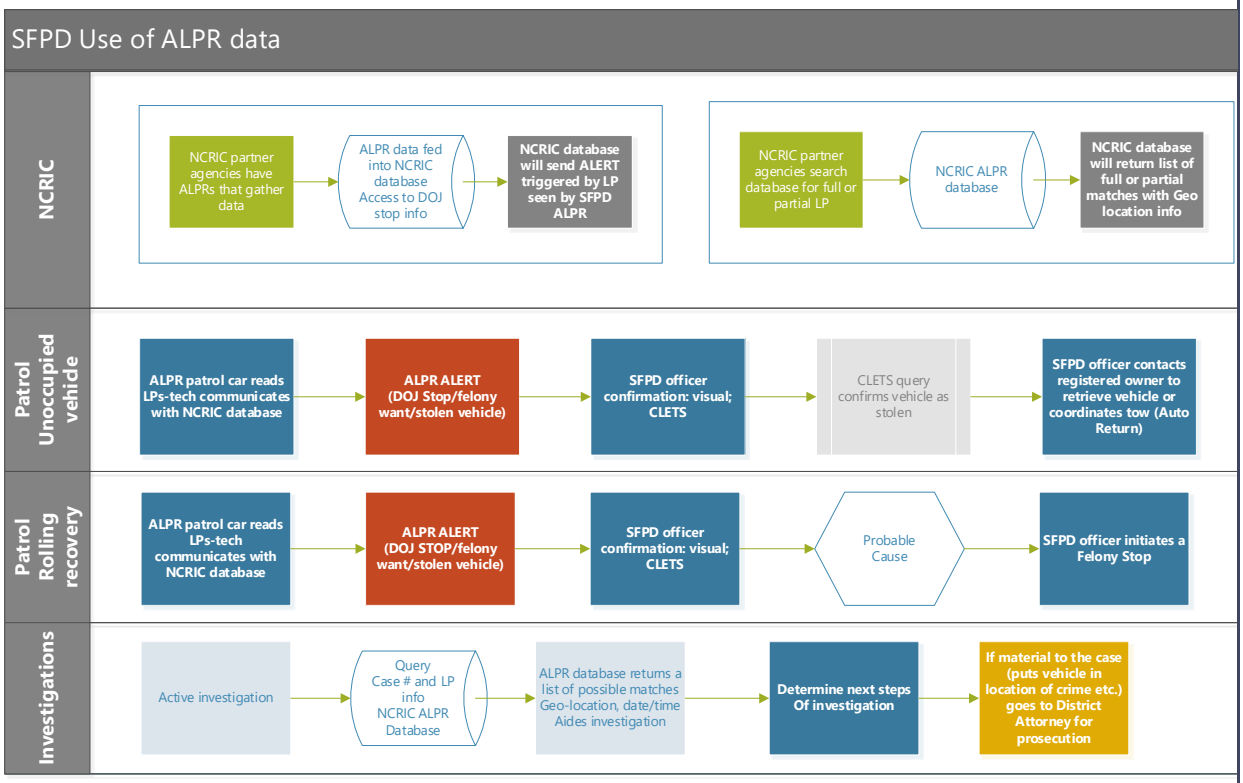
Handled by third-party vendor, ongoing: true

Vendor name: NCRIC's vendor of choice

Special data handling required: true

7. A summary of the experience, if any, other governmental entities have had with the proposed technology, including information about its effectiveness and any known adverse information about the technology such as anticipated costs, failures, or civil rights and civil liberties abuses.

APPENDIX B: SFPD Use of ALPR Data



Appendix C: "Hot List" or "Hot Sheets" Definition Relating to ALPR Data Accessed by SFMTA

Stolen vehicles and stolen plates in the City and County of San Francisco as reported through Police Incident Reports and available through CABLE/CLETS

Appendix D: "Hot Lists" Categories That May Trigger ALPR Alerts, If ALPR Technology Is So Configured

For SFPD ALPR usage, "Hot List" refers to license plates that are associated with "DOJ Stop/Felony Wants". "DOJ Stop/Felony Want" are listed as follows:

- Stolen Vehicles
- Stolen Plates
- Felony Wants (Homicide, Domestic Violence, Kidnapping, Aggravated Assault, shootings etc.)
- Missing Person
- Protection Order
- Sex Offenders
- Canadian Stolen Plate
- Violent Gang Terrorist Organization File (VGTOF)
- Violent Offender
- Wanted Persons

Appendix E: Annual Reporting

Per SF Admin Code Section 96A.3, SFPD is required to quarterly report on specific data relating to Stops, Searches, Arrests and Use of Force. The Stop Data is collected via the California Department of Justice Stop Data Collection System (DCS). For purposes of reporting stop, search and associated demographic data, the report draws upon definitions provided by the state as part of AB953's regulatory implementation. The quarterly report requirements are established through state and local law codes and do not consider ALPR Alert tracking.

SFPD shall create administrative mechanisms and a reporting structure, if the technology capabilities allow, to track ALPR alerts and subsequent law enforcement action. The first annual report will be issued on January 30, 2022 and will be issued on the 30th day of January every year, thereafter. The report will be posted on the SFPD public website, through San Francisco Open Data- DataSF and if requested, will be reported to the Police Commission on an annual basis.

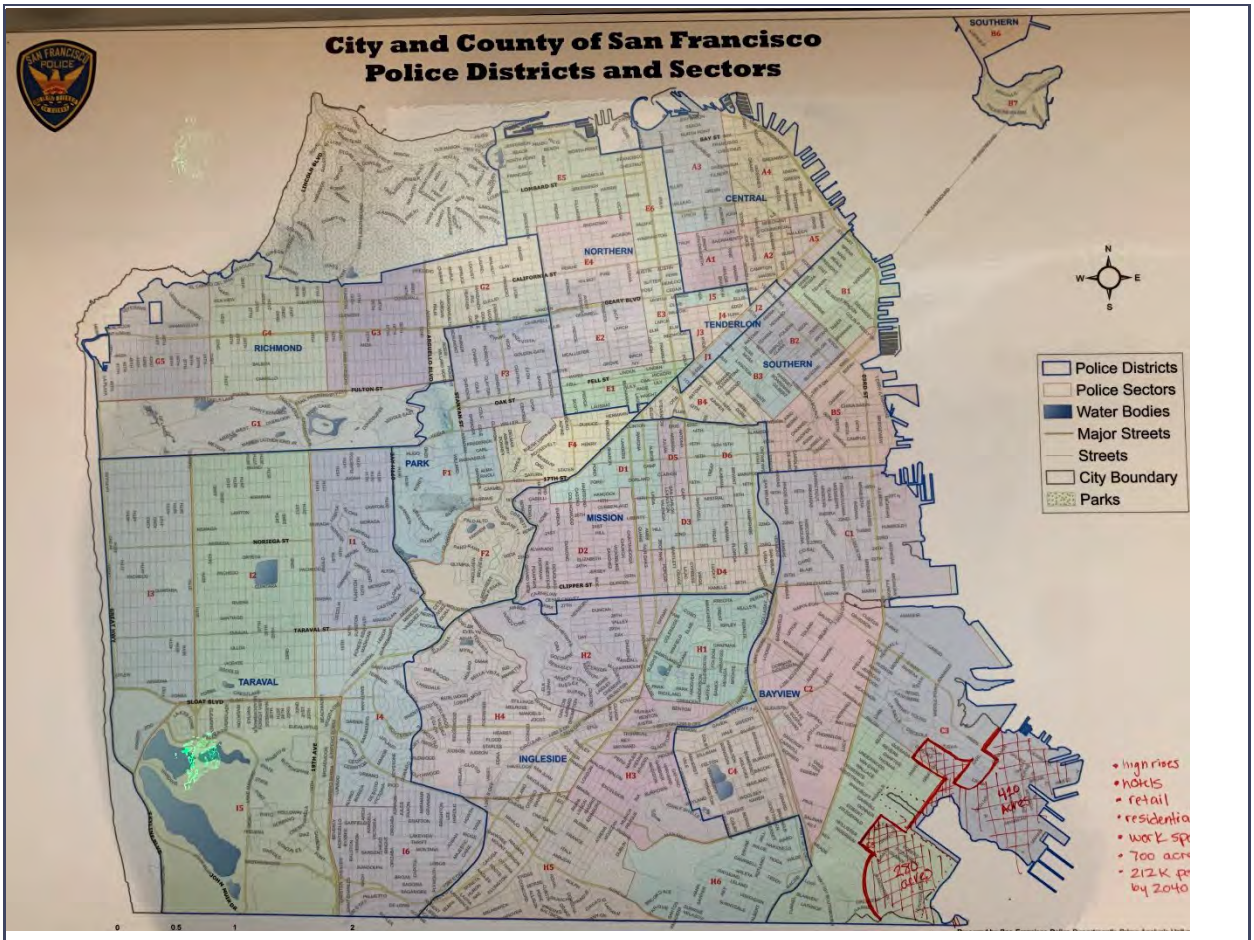
The annual report may include the following data sets:

- Total Number of ALPR devices used
- Total number of traffic stops due to ALPR alerts and corresponding category of DOJ Stop/Felony want
- District Station Jurisdiction of traffic stops due to ALPR alerts
- Total number of manually entered ALPR canvas searches
- District Station Jurisdiction of manually entered ALPR canvas searches
- Number of stolen vehicles recovered due to ALPR alerts
- Number of Missing Persons (Silver/Amber Alerts) associated with a vehicle's license plate number
- Number of Missing Persons (Silver/Amber Alerts) associated with a vehicle's license plate number, located using ALPR
- Total Number of investigations aided by ALPR

Appendix F: SFPD Sector Patrol Map

The City of San Francisco is covered by ten (10) Police Districts: Central, Southern, Bayview, Mission, Northern, Park, Richmond, Ingleside, Taraval and Tenderloin. Each Police District includes sectors for police patrol. Each sector is patrolled during the day shift, swing shift and midnight shift, each shift overlapping the other. The patrol vehicles equipped with ALPR may be distributed across any of the sectors at any given time.

Sectors for Police Patrol by Station:
Central Station: A1- A5
Southern Station: B1-B5
Bayview Station: C1-C3
Mission Station: D1-D6
Northern Station: E1-E6
Park Station: F1-F4
Richmond Station: G1- G5
Ingleside Station: H1-H6
Taraval Station: I1-I6
Tenderloin Station: J1-J5


City and County of San Francisco
Police Districts and Sectors
SOUTHERN
CENTRAL
NORTHERN
TENDERLOIN
SOUTHERN
RICHMOND
PARK
MISSION
TARAVAL
INGLESIDE
BAYVIEW
Police Districts
Police Sectors
Water Bodies
Major Streets
Streets
City Boundary
Parks
• high rises
• hotels
• retail
• residentia
• work sp
• 700 acr
• 212K p
by 2040

APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster

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

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

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

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

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

Completing the NGO Assurance (Following Page)

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

*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