

Title	<b>Merced Police Department</b>	07/07/2023
	by <b>Lance Eber</b> in <b>Organized Retail Theft Prevention Grant Program</b>	id. 41335063
	eberl@cityofmerced.org	

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

SECTION I - BACKGROUND INFORMATION	This section requests information about the applicant's name, location, mailing address, and tax identification number.
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Name of Applicant (i.e., Police Department, Sheriff's Department, or Probation Department)	<b>Merced Police Department</b>
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Multi-Agency Partnerships Information (if applicable)	<b>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.</b>
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Multi-Agency Partnerships	<b>No: This is not a Multi-Agency Partnership Application</b>
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Lead Public Agency Information	<b>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.</b>
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Lead Public Agency	<b>City of Merced</b>
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Applicant's Physical Address  
**611 W 22nd St  
Merced  
California  
95340  
US**

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

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Mailing Address for Payment  
**678 W 18th St  
Merced  
CA  
95340  
US**

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Tax Identification Number  
**94-6000371**

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

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Project Director  
**Stephanie  
Dietz**

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Project Director's Title with Agency/Department/Organization  
**City Manager**

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Project Director's Physical Address  
**678 W 18th St  
Merced  
CA  
95340  
US**

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Project Director's Email Address  
**deitzs@cityofmerced.org**

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Project Director's Phone Number  
**+12093856834**

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Financial Officer  
**Venus  
Rodriguez**

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

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Financial Officer's Physical Address  
**678 W 18th St  
Merced  
CA  
95340  
US**

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Financial Officer's Email Address  
**rodriguezv@cityofmerced.org**

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Financial Officer's Phone Number  
**+12093857900**

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Day-To-Day Program Contact	<b>Craig Gundlach</b>
Day-To-Day Program Contact's Title	<b>Chief of Police</b>
Day-To-Day Program Contact's Physical Address	<b>611 W 22nd St Merced CA 95340 US</b>
Day-To-Day Program Contact's Email Address	<b>gundlachc@cityofmerced.org</b>
Day-To-Day Program Contact's Phone Number	<b>+12093856910</b>
Day-To-Day Fiscal Contact	<b>Deborah Richardson</b>
Day-To-Day Fiscal Contact's Title	<b>Accountant II</b>
Day-To-Day Fiscal Contact's Physical Address	<b>678 W 18th St Merced CA 95340 US</b>
Day-To-Day Fiscal Contact's Email Address	<b>richardsonde@cityofmerced.org</b>
Day-To-Day Fiscal Contact's Phone Number	<b>+12093856930</b>
Name of Authorized Officer	<b>Stephanie Dietz</b>
Authorized Officer's Title	<b>City Manager</b>
Authorized Officer's Physical Address	<b>678 W 18th St Merced CA 95340 US</b>
Authorized Officer's Email Address	<b>dietzs@cityofmerced.org</b>
Authorized Officer's Phone Number	<b>+12093888624</b>
Authorized Officer Assurances	<b>checked</b>

SECTION III -  
PROGRAM  
INFORMATION

This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.

Project Title

**City of Merced Commercial Crime Collective (CCC)**

Proposal Summary

**The City of Merced Commercial Crime Collective (CCC) proposes a two-pronged approach to prevent and respond to organized retail theft, motor vehicle and motor vehicle accessory theft: 1) strengthen prevention strategies and community partnerships; and, 2) enhance police investigative and response capabilities. Through a disciplined approach, CCC will streamline investigation and prosecution, address and deter crime causes, maximize the retention and recovery of assets, centralize intelligence, combine new and existing resources, increase trust between the public and private sectors, and make our businesses and neighborhoods safer and more profitable places.**

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 or \$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 or \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.**

Funding Category

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

SECTION IV -  
PROPOSAL  
NARRATIVE AND  
BUDGET

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

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the ORT Prevention Grant Instruction Packet (refer to pages 20-24). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not 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 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 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 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).

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Project Need

Since May 2023, Merced PD began planning to pool resources, expertise, and strategies to enhance police investigative/response capabilities and strengthen prevention strategies/community partnerships to create a safer environment for businesses and the community. The group became the City of Merced Commercial Crime Collective (CCC) with the City of Merced being the Lead Public Agency. The City of Merced passed Resolution No. 2023-58 supporting this role on July 3, 2023.

The CCC team used quantitative data to identify the specific needs to prevent/respond to Organized Retail Theft, Motor Vehicle Theft, and Motor Vehicle Accessory Theft (ORT/MVA/MVAT) in Merced.

Data from 2018-2022 was pulled for ORT/MVA/MVAT by the Merced Police Department's crime analyst using the department's Record Management System. Cars/trucks, work trucks/trailers, and catalytic converters are frequently stolen "in concert." One incident involved 14 catalytic converters. The per capita rate of motor vehicle/motor vehicle accessory theft from 2018-2022 is significantly higher in Merced compared to the state of California. The city experienced a 2.79% rate of motor vehicle theft. This is markedly higher than California's rate of 1.62%. The rate of motor vehicle accessory theft in Merced was 1.26%, almost double that of California's 0.68%. (California Attorney General's Office; Eber; US Census Bureau).

Collecting data for organized retail theft was challenging as there was no specific way to run a report that supplied that information. To extract that data, the Police Chief, a team of officers, and a crime analyst worked for three days to review over a thousand incidents of theft, robberies, and burglaries in Merced. They divided the reports and read through each one to determine which ones were "in concert" incidents meeting the definition of ORT for this grant. To make the process more manageable, the team assessed the period's first year (2018)

and last year (2022). Findings revealed that 22% of the 1,024 incidents during the targeted two years were "in concert". Examples of "in concert" incidents include theft of generators, jewelry, construction machinery/materials/tools, narcotics from pharmacies, and merchandise from retail stores. Report details also showed that suspects were often not local and had committed similar coordinated thefts in other San Joaquin Valley communities.

The financial toll on the community for theft is alarmingly high. From 2018-2021, the cost in Merced was close to \$7.5 million.

Qualitative input was gathered to determine the nature and scale of ORT in Merced. Many sources of information were collected and reviewed.

Based on the quantitative/qualitative data, two geographic areas (hotspots) were identified as crucial for receiving prevention/response services - Downtown Merced and Auto Center Drive. After careful study, it was noted that the perimeter surrounding Downtown Merced had significant pocket hotspots. Hotspots within ¼ mile of Downtown Merced were added to data counts because they will reap the rewards from strategies and actions directly taken in Downtown Merced to prevent/respond to ORT. "When prevention and response to crime interventions are implemented in one area, surrounding areas also benefit (Welsh and Farrington)." Another study (Barr and Pease) found that crime was reduced in surrounding areas because offenders become uncertain about the extent of increased risk and perceive that the rewards of crimes are no longer commensurate with the effort.

Between 2018-2022, 26% of motor vehicle thefts and 12% of motor vehicle accessory thefts occurred in Downtown Merced/Auto Center Drive and the surrounding ¼ mile radius (Eber.) For 2018 and 2022, over 33% of reports originating solely from Auto Center Drive were identified as organized thefts. During the same years, Downtown Merced/Auto Center Drive and the surrounding ¼ mile radius, organized retail thefts constituted 24% of all incidents.

Once hotspots were pinpointed, the CCC team drilled down on elements/conditions contributing to ORT service gaps and identified strategies for prevention/response for Downtown Merced/Auto Center Drive.

One service gap is the need for CCTV/ALPR cameras, associated infrastructure, and backend technology. There are 110 CCTV cameras in Merced. Only 8 of the 110 CCTV cameras are in Downtown Merced and 0 cameras are on Auto Center Drive. There are 18 ALPRs in Merced and none are located Downtown Merced or on Auto Center Drive (Bennyhoff). The lack of CCTV/ALPR limits surveillance capability in these hotspots and hinders law enforcement's ability to solve cases. Surveillance cameras serve as a deterrent by discouraging individuals from committing crimes because they fear being recorded. The need for more cameras in these areas poses several challenges for law enforcement. Large areas left unmonitored make it difficult to track criminal activity and collect evidence. This leads to delayed response times as law enforcement must wait for someone to report a crime instead of seeing it happen through surveillance. Without ample surveillance technology, law enforcement's understanding of crime patterns and trends is less accurate. Increasing surveillance reduces reliance on eyewitness accounts that can be unreliable and instead focuses on video evidence. This minimizes legal challenges. Officer safety will be enhanced through camera monitoring that can be used to assess dangerous situations. Additional technology will support better prevention/response to ORT/MVT/MVAT and enhance situational awareness for law enforcement.

Another service gap identified is the need for an approach to address criminal

behavior that will strengthen prevention strategies/community partnerships. It is vital to address the underlying causes of criminal behavior using a collaborative approach with various partners including law enforcement, social services, and community members working together to address factors such as poverty, lack of education, mental illness, and social isolation that are often the root causes of crime (Lab). Potential criminals or crime victims often suffer from a lack of accessibility to services.

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Project Description

The CCC proposes a comprehensive two-pronged approach to prevent and respond to ORT/MVA/MVAT. Goal 1) strengthen prevention strategies and community partnerships; and, Goal 2) enhance police investigative and response capabilities. By proactively engaging community partners and using advanced policing techniques, CCC will significantly reduce ORT/MVA/MVAT while fostering cooperation and vigilance. Through these concerted efforts, the community will thrive as it becomes a place where businesses flourish, residents feel secure, and the foundational values of safety and unity are upheld.

The National Institute of Justice, Crime Solutions highlighted a study by Kim and Skogan (2003) evaluating the Chicago Alternative Policing Strategy (CAPS) community-based program. Law enforcement, community residents, local government, and assigned personnel from the Chicago Police Department collaborated in the CAPS program. Activities concentrate on community and prevention, collaboration between law enforcement and the community, regular training of both groups, efficient use of city services, community awareness campaigns, and new technology to target crime in hotspots. The study showed a statistically significant reduction in crime rates where CAPS was implemented and a reduction in 911 calls. Many of the same elements in the CAPS model are incorporated in CCC. CCC goes a step further by adding services that address the root causes of crime and services for those affected by crime, as well as including the Merced PD Disruptive Area Response Team (DART). DART is comprised of six Merced PD Officers. DART addresses quality of life issues for citizens and businesses such as human trafficking, homelessness, community clean-up, adult protective services, prostitution, business licenses, and alcohol/fireworks/tobacco/marijuana operations.

The scope of this project includes designating one location as the Monitoring Center (MC) for this project. This MC will house the grant funded positions (two Dispatchers and two Crime Analysts). Inside the MC will be workstations for the positions. The duties of the Dispatchers will include monitoring live video feeds for criminal activity. The live video feeds will include the video surveillance cameras along with license plate readers. They will have the ability and access to dispatch Officers to the scenes of criminal activity. Crime Analysts will also monitor live video feeds; however, in addition to this duty, they will provide statistics on past crimes to analyze trends and patterns to develop strategic plans to prevent future crimes. Crime Analysts will analyze data on previous persons arrested for crimes and previous vehicles to predict potential whereabouts of suspected people and their vehicles. The four grant funded positions will be supervised by a Patrol Sergeant.

#### **Goal 1 - Strengthen Prevention Strategies and Community Partnerships**

One project goal is to use current MOUs with Merced County Behavioral Health & Recovery Services (BHRS) and Merced County Human Services Agency (HSA) and existing community partnerships such as retailers, business owners, etc. Current MOUs with BHRS and HSA include one field personnel from each agency that is based in our building. The project will use these personnel to assist with the community and social issues outlined in this goal.

To enhance public safety and address the multifaceted issue of ORT/MVA/MVAT, within Merced, CCC will implement effective prevention and

response through a coordinated approach to bridge service gaps, foster collaboration, and empower the community through education and outreach.

#### **Objective A**

Engage in collaborative partnerships by establishing a CCC team among community partners to evaluate and adjust strategies based on the latest data and trends gathered by MPD Crime Analysts.

The needs assessment noted that crime prevention strategies, methods, and techniques must include community involvement and integrated approaches using new and existing resources to deter and respond to the intricate social issues underlying criminal behavior. Merced PD currently has MOUs with social services partners and will use these workers who are housed at our police station to bring resources that will treat root causes of crime, such as lack of education, social isolation, mental illness, and others. In addition, the Merced Police Department will include community partners in our efforts (Family/Community Development Partners, Retailers, and Business Owners). This diverse team will meet every other month to develop targeted prevention strategies to address and respond to ORT/MVA/MVAT. This will increase trust between the public and private sectors. The team will review progress, identify growth opportunities, share and evaluate information, and adjust strategies based on the latest data and trends.

#### **Objective B**

Strengthen prevention strategies by increasing community awareness about ORT/MVA/MVAT through outreach and education with awareness campaigns.

A CCC awareness campaign will use various communication channels and community engagement strategies: newspapers, TV stations, op-eds, social media (Facebook, Twitter, Instagram, LinkedIn, and NextDoor with interactive content), community meetings and forums, radio ads, information booths, educational workshops, email newsletters, involve local leaders, and live interviews. The campaign will use pre- and post-surveys to understand the level of awareness of ORT/MVA/MVAT.

#### **Objective C**

Strengthen prevention strategies through education by providing workshops targeting retail employees, local business owners, and parking lot staff on theft prevention strategies, best practices, recognizing suspicious behavior, reporting procedures, redesigning store layouts to deter theft, and improving visibility of high-value items.

These prevention strategies and workshops are strongly supported by the local business community. Workshops will be available at no cost to the public. The needs assessment identified a dramatic financial loss to Merced from ORT. ORT education can heighten awareness, bolster security measures, culminate in a more adept workforce, and pave the way for the establishment of robust loss prevention strategies. Workshop topics will include Best Practices for Retailers, Understanding ORT, The Impact of ORT on Communities and Retailers, The Role of Technology in Preventing ORT, Recognizing Suspicious Behavior, Reporting and Communication Channels, Store Design/Lighting to Deter Theft.

#### **Goal 2 - Enhance Police Investigative and Response Capabilities**

CCC will leverage advanced technology to include surveillance systems, license plate recognition, and data analytics to improve theft detection, investigation, and apprehension. These tools will enhance the efficiency and effectiveness of law enforcement efforts, and closing the gap identified in the needs assessment related to limited surveillance capability due to the lack of CCTV/ALPR cameras, associated infrastructure, and backend technology.



#### **Objective A**

**Establish an advanced, integrated surveillance infrastructure in Downtown Merced/Auto Center Drive.**

The needs assessment highlighted the scarcity of a robust surveillance infrastructure in Downtown Merced/Auto Center Drive. Establishing an advanced, integrated surveillance infrastructure in Downtown Merced/Auto Center Drive will help law enforcement efficiently respond to security challenges and offer a positive environment for business and social activities. The goal is to add 100 CCTV and ALPR to Downtown Merced/Auto Center Drive hotspots.

#### **Objective B**

**Provide advanced investigative, prevention, and response training with follow-up to appropriate law enforcement personnel focusing on ORT/MVA/MVAT and the use of new technology.**

The landscape of ORT/MVA/MVAT has transformed, necessitating a corresponding change in law enforcement's response to prevention. The needs assessment pinpointed a pressing need for advanced, innovative strategies in law enforcement training to meet the recent transformation in crime.

#### **Objective C**

**Equip law enforcement personnel with advanced technology and follow-up training in using new technologies.**

A significant need assessment finding disclosed the limited technology employed in the Downtown Merced/Auto Center Drive hotspots. Installing an advanced infrastructure and equipping law enforcement with advanced technology does little without providing training on how to optimize the use of the advanced technology systems.

#### **Objective D**

**Develop and implement a centralized database system for sharing information related to organized retail theft, motor vehicle theft, and theft from motor vehicles.**

Sharing information and collaboration was identified in the needs assessment as a critical part of preventing and responding to ORT/MVA/MVAT. Information sharing and intelligence gathering will lead to more solved cases, successful prosecutions, and a comprehensive understanding of organized theft networks.

Merced PD has established policies that govern the utilization of surveillance technology, ensuring compliance with privacy laws and regulations and the secure handling of collected and stored data. These policies prioritize the protection of individuals' rights and personal information. They also incorporate guidelines on data retention periods and provide training for personnel involved in surveillance activities.

The Department has comprehensive policies aimed at minimizing racial bias. These policies clearly define racial bias and discrimination, encompassing explicit and implicit forms, and emphasize establishing an inclusive and equitable environment that values diversity. They outline procedures for reporting incidents, conducting thorough investigations, and promoting education and training to raise awareness of racial bias. Additionally, the policies address disciplinary measures and establish guidelines for fair hiring and advancement practices within the organizations.

USDOJ Justice Assistance Grant, 2021 USDOJ Justice Assistance Grant, 2022 USDOJ Justice Assistance Grant, 2022/23 CA Office of Traffic Safety Traffic Safety Grant, 2022/23 CA Office of Traffic Safety Pedestrian and Bicyclist Safety Grant, 2022/23 CA Office of Traffic Safety Child Safety Seat Grant, 2022/23 CA Alcoholic Beverage Control, 2021/22 BVP, 2022/23 BVP, 2021 CA Tobacco Fund Grant, and 2021/22 California Highway Patrol Cannabis Fund Grant. The MPD has implemented, monitored, and administered all of these grants in an exceptional manner. No serious corrections have been needed during annual audits conducted by Grantors. The MPD has one person designated to complete and submit quarterly reports. In addition, the MPD uses an Accountant from the City of Merced's Finance Department to monitor/process all financial/budget transactions.

As the lead agency for the grant, MPD brings a proven record of fiscal responsibility and successful implementation of innovative programs that positively impact the community. To ensure the project is implemented as intended and within established timelines, Merced PD and the City of Merced will use existing executive and management level oversight to review progress, expenditures, and strategies implemented through quarterly meetings with staff and team members.

The staffing needed to conduct this grant will be (2) Dispatchers and (2) Crime Analysts. These positions will be funded through this grant. The positions will be supervised by a Patrol Sergeant (not grant funded). The Patrol Sergeant is supervised by a Lieutenant (not grant funded) followed by a Captain (not grant funded) and ultimately supervised by the Chief of Police (not grant funded). The current Crime Analyst will complete quarterly progress reports. The Accountant II will complete quarterly financial reports. All of these personnel, both MPD and City of Merced, will work together to ensure that the project is implemented as intended and progresses towards full completion.

Job descriptions for the grant funded position are:

**Crime Analyst:** Two years of experience in criminal intelligence, investigative law enforcement or related field of investigation; or successful completion of California Basic P.O.S.T. training. Completion of at least 60 semester units at a college or university in public or business administration, information management, criminal justice or another related field.

**Dispatcher:** Equivalent to the completion of the twelfth grade, one year of work experience performing a variety of office support assignments in a position requiring considerable public contact, typing certificate at time of application, possession of a P.O.S.T. Dispatcher Certificate must be achieved within 18 months of appointment.

The MPD has current MOUs in place with Merced County Health Services Agency and Merced County Behavior & Health Resource Services. The MOUs with each of these agencies include one worker from each agency being based in our police station. They assist officers with calls for services that have a social component that goes beyond the capability of law enforcement. These MOUs will remain in effect during the grant (not grant funded) as available resources for community outreach. No new contracts or MOUs will need to be implemented.

The CCC project, at the time of implementation, will be limited in term based on current funding available with the City of Merced. Without the grant funding, the project described in this application will not take place. Sustainability of the project beyond the grant end date is contingent upon City Council's approval of additional city funding. A successful project will greatly increase the possibility of sustaining the project beyond the grant end date.

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The MPD will seek proposals from qualified individuals, teams, universities, organizations, or firms in response to a Request for Proposal (RFP) for project evaluation. Received RFPs will be reviewed and must have specific organizational requirements, such as service history, staff training, responsiveness, interagency collaboration, data collection and reporting, licensing/certification requirements, experience in similar projects, references, and understating of the grant's goals and objectives. Once hired, the external evaluator will collaboratively develop the Local Evaluation Report. The Local Evaluation Report will provide a comprehensive framework for assessing the effectiveness of CCC's goals and objectives as outlined in this grant application.

The preliminary plan for monitoring the project will be overseen by the MPD executive and management staff. This will consist of regularly scheduled meetings to discuss activities, share progress, and implement changes if necessary to ensure that the two goals of this project are being met. The preliminary plan for collecting and evaluating data related to process measures and outcome measures will begin with components of the Project Work Plan. Baseline data related to the Work Plan will be collected by MPD personnel. This will include data analysis queries by the Crime Analysts.

The goal of "Strengthen Prevention Strategies and Community Partnerships" has several process measures. They are:

- Number of retail employees, local business owners, community members, and parking lot staff trained on theft prevention strategies, recognizing suspicious behavior, and reporting procedures
- Number of community partners that meet to learn about current data and trends
- Number of awareness campaigns conducted
- Number of retail locations and parking areas implementing new theft prevention strategies such as technology, revised store layouts, lighting, or other deterrent strategies

The outcome measures for this goal are:

- Reduction in thefts
- Increased reporting of suspected theft activity by store personnel or community members
- Increased involvement by retail establishments and community members in prevention, response, and reduction in crime
- Feedback from the CCC team reflecting on the effectiveness of collaboration and technology solutions

The goal of "Enhance Police Investigative and Response Capabilities" has several process measures. They are:

- Number of surveillance systems installed in hot spots
- Number of law enforcement personnel receiving training in prevention and response to organized retail theft, motor vehicle theft, and theft from motor vehicles.
- Dispatchers hired
- Crime Analysts hired
- Centralized database system established and implemented

The outcome measures for this goal are:

- Reduction in thefts
- Increase in cases solved
- Increase in number of trained law enforcement personnel

After the creation of the Local Evaluation Report, the external partner and MPD personnel will meet to discuss the impact of the project. Additional data points requested by the Board of State and Community Corrections may be added if required and necessary to demonstrate the effectiveness of the project on the community. There are no preliminary plans to enter into data sharing

agreements of the Local Evaluation Report.

The research design will be based on a logic model and contain at least the following components: Resources, Activities, Outputs, and Outcomes. The logic model will be designed to evaluate the project's process and outcomes and include plans for Quarterly Progress Reports to track the project's progress, and a Local Evaluation Report to be submitted at the grant conclusion summarizing the findings and outcomes of the evaluation process. The external evaluator will be assisted by MPD staff in collecting information necessary for all reporting.

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Budget Instructions

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

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Budget Attachment

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

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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**

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Project Work Plan (Appendix B)

[Project\\_Work\\_Plan\\_FINAL.docx](#)

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Grantee Assurance for Non-Governmental Organizations (Appendix D)

[Appendix\\_D.pdf](#)

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Local Impact Letter(s) (Appendix E)

[Local\\_Impact\\_Letter.pdf](#)

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Letter(s) of Commitment, (Appendix F)

[MercedCountyBHRS\\_MOU.pdf](#)

[MercedCountyHSA\\_MOU.pdf](#)

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Policies Limiting Racial Bias

[MPD\\_Bias-Based\\_Policing\\_Policy.pdf](#)

[EqualEmploymentOpportunityPolicy.pdf](#)

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Policies on Surveillance Technology

[MPD\\_Equipment\\_Use\\_Policy.pdf](#)

[EmailAndTextMessagePolicy.pdf](#)

[ComputerAndSoftwareUsePolicy.pdf](#)

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[Appendix\\_G\\_Certification-of-Compliance.pdf](#)

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OPTIONAL: Governing Board Resolution (Appendix H)

[Certified\\_Resolution\\_2023-58.pdf](#)

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OPTIONAL:  
Bibliography

**Barr, Robert, and Ken Pease. "Diffusion of Crime Control Benefits: Observations on the Reverse of Displacement." Crime Prevention Studies, edited by Ronald V. Clarke, vol. 2, Willow Tree Press, 1994, pp. 165-183. <https://www.ojp.gov/ncjrs/virtual-library/abstracts/diffusion-crime-control-benefits-observations-reverse-displacement>**  
**Bennyhoff, Jeff. "Grant Questions" Received by Claudia Hoffar, 8 June 2023**

**California Department of Justice. "Crime Statistics." State of California Department of Justice, [www.oag.ca.gov/crime](http://www.oag.ca.gov/crime).**

**CrimeMapping.com. Accessed 18 June 2023, [www.crimemapping.com](http://www.crimemapping.com).**

**Eber, Lance. "Grant Data" Received by Claudia Hoffar, 8 June 2023**

**Gundlach, Craig. "Organized Retail Theft v2." Received by Claudia Hoffar, 27 June 2023.**

**Kim, So Young, and Wesley G. Skogan. 2003. Community Policing Working Paper 27: Statistical Analysis of Time series Data on Problem Solving. Chicago, Ill.: Illinois Criminal Justice Informational Authority. <https://crimesolutions.ojp.gov/ratedprograms/299>**

**Lab, Steven P. Crime Prevention – Approaches, Practices, and Evaluations. 9th ed., Routledge, 2016.**

**Lombardo, R.M., Olson, D. and Staton, M. (2010), "The Chicago Alternative Policing Strategy: A reassessment of the CAPS program", <https://www.emerald.com/insight/content/doi/10.1108/13639511011085033/full/ht>**

**U.S. Census Bureau. "Merced City, California." 15 June 2023, <https://data.census.gov/table?q=Merced+city;+California>**

**U.S. Census Bureau. "Merced City, California." 15 June 2023, <https://data.census.gov/table?q=California>**

**Welsh, B.C., & Farrington, D.P. (2009). Public Area CCTV and Crime Prevention: An Updated Systematic Review and Meta-Analysis. Justice Quarterly, 26(4), 716-745. Accessed 18 June 2023. <https://www.tandfonline.com/doi/full/10.1080/07418820802506206>**

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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.)**

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## Appendix B: Project Work Plan

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

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

<b>(1) Goal:</b>	<b>Strengthen Prevention Strategies and Community Partnerships</b>
Objectives (A., B., etc.)	<p>A. Engage in collaborative partnerships by establishing a CCC team among community partners to meet every other month to evaluate and adjust strategies based on the latest data and trends gathered by Crime Analysts.</p> <p>B. Strengthen prevention strategies by increasing community awareness about ORT/MVA/TVP through outreach and education with awareness campaigns.</p> <p>C. Strengthen prevention strategies through education by providing workshops targeting retail employees, local business owners, and parking lot staff on theft prevention strategies, best practices, recognizing suspicious behavior, reporting procedures, redesigning store layouts to deter theft, and improving visibility of high-value items etc.</p>
Process Measures and Outcome Measures:	<p>Process Measures</p> <ul style="list-style-type: none"> <li>• Number of retail employees, local business owners, community members, and parking lot staff trained on theft prevention strategies, recognizing suspicious behavior, and reporting procedures</li> <li>• Number of community partners that meet to learn about current data and trends</li> <li>• Number of awareness campaigns conducted</li> <li>• Number of retail locations and parking areas implementing new theft prevention strategies such as technology, revised store layouts, lighting, or other deterrent strategies</li> </ul> <p>Outcome Measures:</p>

	<ul style="list-style-type: none"> <li>• Reduction in thefts</li> <li>• Increased reporting of suspected theft activity by store personnel or community members</li> <li>• Increased involvement by retail establishments and community members in prevention, response, and reduction in crime</li> <li>• Feedback from the CCC team reflecting on the effectiveness of collaboration and technology solutions.</li> </ul>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
<p>Hold collaborative community partnership meetings to review progress, identify opportunities for growth, share information, and strategize prevention and response plans or policies</p> <p>Develop and conduct campaigns to educate the community about organized retail theft and motor vehicle or motor vehicle accessory theft</p>	<p>Merced Police Department</p> <p>Merced Police Department</p>	<p>April 2024</p> <p>April 2024</p>	<p>Ongoing</p> <p>Ongoing</p>
<p>List data and sources to be used to measure outcomes:</p> <ul style="list-style-type: none"> <li>• Records management system crime statistic reports</li> <li>• Records management system data analysis queries</li> <li>• Attendance sheets of trainings</li> <li>• Attendance sheets of community meetings</li> <li>• Log of awareness campaigns conducted</li> </ul>			

<b>(2) Goal:</b>		<b>Enhance Police Investigative and Response Capabilities.</b>	
Objectives (A., B., etc.)		<p>A. Establish an advanced, integrated surveillance infrastructure in Downtown Merced and Auto Center Drive.</p> <p>B. Provide advanced investigative, prevention, and response training and follow-up to appropriate law enforcement personnel focusing on organized retail theft, motor vehicle theft, motor vehicle accessory theft, and the use of new technology.</p> <p>C. Equip law enforcement personnel with advanced technology and follow-up training in using new technologies.</p> <p>D. Develop and implement a centralized database system for sharing information related to organized retail theft, motor vehicle theft, and theft from motor vehicles.</p>	
Process Measures and Outcome Measures:		<p>Process Measures</p> <ul style="list-style-type: none"> <li>• Number of surveillance systems installed in hot spots</li> <li>• Number of law enforcement personnel receiving training in prevention and response to organized retail theft, motor vehicle theft, and theft from motor vehicles.</li> <li>• Dispatchers hired</li> <li>• Crime Analysts hired</li> <li>• Centralized database system established and implemented</li> </ul> <p>Outcome Measures:</p> <ul style="list-style-type: none"> <li>• Reduction in thefts</li> <li>• Increase in cases solved</li> <li>• Increase in number of trained law enforcement personnel</li> </ul>	
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline
			Start Date      End Date
Hire Dispatchers and Crime Analysts		Merced Police Department	October 2023      March 2024
Install surveillance systems		Merced Police Department	October 2023      October 2024
Train personnel		Merced Police Department	October 2023      Ongoing
List data and sources to be used to measure outcomes:			
<ul style="list-style-type: none"> <li>• Hiring documentation</li> <li>• Final invoice and statement of completed installation of surveillance systems.</li> </ul>			



- Attendance sheets of trainings

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

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

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

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

Budget Line Item	Total
1. Salaries & Benefits	\$1,066,696.00
2. Services and Supplies	\$248,980.00
3. Professional Services or Public Agencies	\$515,400.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Data Collection and Evaluation	\$75,000.00
6. Equipment/Fixed Assets	\$2,621,500.00
7. Financial Audit (Up to \$25,000)	\$15,000.00
8. Other (Travel, Training, etc.)	\$26,600.00
9. Indirect Costs	\$0.00
<b>TOTAL</b>	<b>\$4,569,176.00</b>

**1a. Salaries & Benefits**

Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
(2) 100% FTE Dispatchers Salary	\$55,900 x (2) = \$111,800 x 3 years = \$335,400	\$335,400.00
(2) 100% FTE Dispatchers Benefits Core	\$24,618 x (2) = \$49,236 x 3 years = \$147,708	\$147,708.00
(2) 100%FTE Dispatchers Benefits	\$335,400 x 17.18% = \$57,622	\$57,622.00
(2) 75%FTE Crime Analysts Salary	\$53,800 x (2) = \$107,600 x 3 years = \$322,800	\$322,800.00
(2) 75%FTE Crime Analysts Benefits Core	\$24,618 x (2) = \$49,236 x 3 years = \$147,708	\$147,708.00
(2) 75%FTE Crime Analysts Benefits Core	\$322,800 x 17.18% = \$55,458	\$55,458.00
		\$0.00
		\$0.00
<b>TOTAL</b>		<b>\$1,066,696.00</b>

**1b. Salaries & Benefits Narrative:**

*Dispatchers and Crime Analysts will be working together in the Monitoring Center (MC). At the MC, Dispatchers will be monitoring and viewing live video surveillance feeds along with license plate readers. When criminal activity is detected, the Dispatchers will send officers to the scene. Crime Analysts will also work in the MC. They will assist the Dispatchers in monitoring the live video surveillance feeds and license plate readers, but will conduct analysis on past criminal activity to detect trends and patterns. The Dispatchers and Crime Analysts will be supervised by a Patrol Sergeant (not grant funded) who is supervised by Lieutenant (not grant funded). The four grant funded positions will monitor surveillance cameras for possible suspicious behavior, as determined by their training. Suspicious behavior will be reported to a patrol unit for an officer to investigate. Crime Analysts will use software and knowledge of the hotspot areas to develop strategic strategies for reducing crime. Crime Analysts will interact with nearby law enforcement agencies to gain knowledge on similar crimes occurring. Crime Analysts will devote 75% of their time to grant related activities. Benefits includes: Medicare, Social Security, PERS, and Core Allowance for insurance.*

**2a. Services and Supplies**

Description of Services or Supplies	Calculation for Expenditure	Total
Office Supplies	year 1: \$15,000; year 2: \$10,000 year 3: \$10,000	\$35,000.00
Office Furniture: Chairs/Chair Mats/Phones equip	Ergonomic chairs: \$1,000/ea x 4 = \$4,000; chair mats: \$120 x 4 = \$480; phones/headsets/mics: \$500/set x 4 = \$2000	\$6,480.00
Computer Monitors	Computer Monitors: \$500 x 8 = \$4,000	\$4,000.00
Microsoft Licensing	Microsoft M5 License 3 Years: \$1,500 x 4 users	\$6,000.00
Radio Equipment	Radio Equipment: \$2,500 x 4	\$10,000.00
Newspaper advertising	Estimated at \$2,500 per year for ads in English and Spanish	\$7,500.00
Radio advertising	Estimated at \$5,000 per year for ads in English and Spanish	\$15,000.00
LTE Service	LTE service for data connectivity: 103 connections for 36 months at \$39.99/month + aprox. tax and fees	\$165,000.00
<b>TOTAL</b>		<b>\$248,980.00</b>

**2b. Services and Supplies Narrative:**

The two Dispatchers and two Crime Analysts will be grant funded positions. Dispatchers will be 100% grant funded and the two Crime Analysts will be 75% funded by the grant. Employees will need to be set up with specialized workstations, ergonomic chairs, phone & radio equipment, computers, software licensing and video displays/monitors. It is projected the following expenses are needed to support the program: Office Supplies: year 1: \$15,000; year 2: \$10,000; year 3: \$10,000 for a total of \$35,000. One time costs include Office Furniture (4 ergonomic chairs: \$4,000; 4 chair mats: \$480; 4 phones & phone equipment: \$2,000) for a total of \$6,480; Computer monitors for a total of \$4,000; Microsoft Licensing for a total of \$6,000; and Radio Equipment for a total of \$10,000. There will costs involved in sponsoring radio and newspaper advertising in English and Spanish.

**3a. Professional Services**

Description of Professional Service(s)	Calculation for Expenditure	Total
Camera Maintenance, Cleaning, Configuration	Cloud IP Camera Turn Key Configuration Site survey, Camera System Design, Dashboard and Network config., Onsite focus and testing, Documentation. Complete testing. 3 Years annual dome cleaning, refocusing, weatherization	\$145,000.00
Surveillance Camera Installation	Mount 100 Cameras, NEMA Cans with Wireless, cabling - prevailing wage	\$130,400.00
Audio Video System Integration	Integration of Audio Video systems with camera viewing software	\$50,000.00
Audio Video System Installation	Installation of viewing displays with display switching and system controls	\$50,000.00
Electrician Services by PG&E/MID/City	change 100 street light poles from non-metered to metered	\$55,000.00
Fiber Optics Installation	pull fiber optics through existing conduit/replace fiber optics that won't support cameras	\$85,000.00
		\$0.00
		\$0.00
<b>TOTAL</b>		<b>\$515,400.00</b>

**3b. Professional Services Narrative**

Professional Services are needed for several tasks in this project:

- video surveillance cameras will need regular maintenance performed along with constant updates and configurations.
- video surveillance cameras and related hardware need to be installed by outside vendors
- upon installation of the video surveillance cameras, they will need to be integrated into existing networks and video surveillance systems
- at the Monitoring Center, audio and video equipment and related hardware need to be installed for the Dispatchers and Crime Analysts
- electrical services by PG&E or MID working with City staff to change 100 street light poles from non-metered to metered power connection to provide power for camera system under franchise agreement
- fiber optics installation: allow transmission of cameras back to the police department

**4a. Non-Governmental Organization (NGO) Subcontracts**

Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
N/A		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTALS</b>		<b>\$0.00</b>

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

Not applicable

**5a. Data Collection and Evaluation**

Description of Data Collection and Evaluation	Calculation for Expense	Total
Local Evaluation Report	City of Merced bidding process, this is an estimated cost	\$75,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
<b>TOTALS</b>		<b>\$75,000.00</b>

**5b. Data Collection and Evaluation Narrative**

The Local Evaluation Report will be performed by an outside consultant via the City of Merced bidding and procurement process. The City of Merced is estimating \$75,000 for an outside consultant.

**6a. Equipment/Fixed Assets**

Description of Equipment/Fixed Assets	Calculation for Expense	Total
Surveillance Cameras & Camera Mounting Equipment	100 quad black 20MP Surveillance Cameras with 3 years of cloud storage license, LTE network hardware, mounting hardware, control boxes, cabling	\$2,243,500.00
License Plate Readers	LPR Camers, mounts, cabling, installation: \$52,500 x 3 intersections	\$155,000.00
Computers	Desktop Computer \$5,000 x 4 = \$20,000; AV system Computer: \$5,000 x 2 = \$10,000	\$30,000.00
Display Monitors	86" Wall Display: \$4,000 x 12	\$48,000.00
Office Furniture	Ergonomic Sit Stand Desk: \$5,000 x 4; AV System Workstations: \$5,000 x 2	\$30,000.00
Network Equipment	48 Port UPOE switch with 3 years of licensing and support maintenance	\$15,000.00
Software	Radio to Phone Integration Software: \$50,000, Automated Redaction Software: \$50,000	\$100,000.00
	<b>TOTALS</b>	<b>\$2,621,500.00</b>

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

Surveillance cameras will be placed in the two hotspots of Downtown Merced and Auto Center Drive Area of Merced. Downtown Merced is a hotspot for organized retail theft and Auto Center Drive is a hot spot for motorized vehicle theft and motorized accessory theft. The surveillance cameras can catch in real time suspicious behavior and theft in action. This will allow officers to respond in a more timely manner and to prevent theft from fully realizing. License Plate Readers are needed to signal stolen vehicles and to catch vehicle information for suspects as they flee a scene. The Monitoring Center that will serve as the work place for the Dispatchers and Crime Analysts needs to be furnished adequately with computers, large screen TVs, ergonomic desks and of course, all of the necessary software and hardware to accomplish their assigned duties and tasks.

**7a. Financial Audit**

Description	Calculation for Expense	Total
Financial Audit	\$5,000 x 3 years	\$15,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	<b>TOTAL</b>	<b>\$15,000.00</b>

**7b. Financial Audit) Narrative:**

The City of Merced conducts a financial audit annually as part of its fiduciary commitment to transparency and excellence. Based on the proposed annual budget of the pilot program, \$5,000 will be allocated from the program to allow for an independent financial audit to be conducted. The breakdown of annual costs is as follows: year 1: \$5,000; year two: \$5,000; year 3: \$5,000 for a total of \$15,000.

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

Description	Calculation for Expense	Total
Training -Dispatcher Basic Online One Time	\$400/pers x 2 pers = \$800	\$800.00
Training -Dispatcher POST Continued Education	\$200/pers x 2 pers = \$400/yr x 3 yrs = \$1,200	\$1,200.00
Training -Dispatcher Racial Bias/Suspicious Act	\$200/pers x 2 pers = \$400/yr x 3 yrs = \$1,200	\$1,200.00
Training -Crime Analyst Mapping/Software Skills	\$3,200/pers x 2 pers = \$6,400/yr x 3 yrs = \$19,200	\$19,200.00
Travel -Crime Analyst Mapping/Software Course	\$500/pers x 2 pers = \$1,000/yr x 3 yrs = \$3,000	\$3,000.00
Training -Crime Analyst Racial Bias/Suspicious Act	\$200/pers x 2 pers = \$400/yr x 3 yrs = \$1,200	\$1,200.00
	<b>TOTAL</b>	<b>\$26,600.00</b>

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

At the onset of the program, Dispatchers and Crime Analysts will undergo training to properly learn how to identify suspicious behavior and to prevent or limit racial bias. Dispatchers and Crime Analysts will take ongoing classes to stay current and cognizant of surveillance methods and racial profiling. In addition, Dispatchers must complete an initial POST required Basic Dispatch and annual continued education courses. Crime Analysts will undergo specific training to learn best practices for data collection, crime mapping, statistics and related software. The initial training allotment for two new dispatchers is \$1,600 in year one and \$800 per year beginning year 2: year 1: \$1,600; year 2: \$800; year 3: \$800 for a total of \$3,200 for Dispatcher Training. All Dispatch courses are online, no travel expenses are anticipated. The annual training allotment for two Crime Analysts is \$6,800 per year: year 1: \$6,800; year 2: \$6,800; year 3: \$6,800 for a total of \$20,400. The annual Travel allotment for the Crime Analyst courses is \$500 per employee per year: year 1: \$1,000, year 2: \$1,000, year 3: \$1,000 for a total of \$3,000.

**9a. Indirect Costs**

For this grant program, indirect costs may be charged using only <b>one</b> 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 <b>does not have</b> a federally approved indirect cost rate.	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$0</b>	
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization <b>has</b> a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	<b>\$0</b>	
<i>Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red, please adjust it to not exceed the line-item noted.</i>	<b>TOTAL</b>	<b>\$0</b>

**9b. Indirect Costs Narrative:**

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

N/A



# CITY OF MERCED

**MERCED**

To: Board of State and Community Corrections  
RE: Organized Retail Theft Prevention Grant Program Local Impact Letter  
Date: July 7, 2023

This letter is being submitted to document that the City of Merced, as the Lead Public Agency, concludes the Organized Retail Theft Prevention Grant Program project will not impact any other agency, or agencies.

Respectfully,

A handwritten signature in blue ink that reads "Stephanie R. Nivety".

City Manager  
City of Merced

Office of the  
**MERCED COUNTY  
DISTRICT ATTORNEY**

Chief Deputy District Attorney  
**MATTHEW T. SERRATTO**

Interim Chief Deputy District Attorney  
**THOMAS M. PFEIFF**



District Attorney  
**KIMBERLY R. H. LEWIS**

Chief Investigator  
**BIMLEY WEST, JR.**

Director of Administrative Services  
**SARA N. MILLER**

Victim Witness Program Director  
**LISA DeSANTIS**

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## OPERATIONAL AGREEMENT


This Operational Agreement stands as evidence that the Merced County District Attorney's Office and the Merced Police Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in the County of Merced. Both agencies believe that implementation of the Victim Witness Assistance Program application, as described herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

1. The District Attorney Victim Witness Assistance Program will closely coordinate the following services with the Merced Police Department through:
  - a. Project staff providing officers with assistance in contacting victims, as needed;
  - b. Project staff providing officers with victim assistance as needed.
  
2. The Merced Police Department will provide assistance to the District Attorney Victim Witness Assistance Program through:
  - a. Providing names of all direct victims of crime on police reports and providing police reports (upon requests) for processing victim claims through the California Victim Compensation Board
  - b. Providing the Victim Witness Assistance Program with contact information to all victims of violent crimes
  - c. Contacting the Victim Witness Assistance Program directly for victims who may need immediate Victim Witness Assistance Program intervention, when needed

We, the undersigned, as authorized representatives of the District Attorney's Office and the Merced Police Department, do hereby approve this document.

\_\_\_\_\_  
KIMBERLY R. H. LEWIS  
Merced County District Attorney

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
THOMAS CAVALLERO,  
Chief, Merced Police Department

*12-6-2022*  
\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MERCED COUNTY  
AND  
CITY OF MERCED**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter, referred to as "County"), on behalf of the Human Services Agency ("HSA"), and the City of Merced (hereinafter, referred to as "City"), on behalf of the Merced Police Department ("MPD") located at 611 West 22<sup>nd</sup> Street, Merced, California 95340 and collectively referred to as, the "Parties."

**WHEREAS**, the County desires to collaborate with City for continued placement of a County Adult Protective Services ("APS") Enhanced Case Management ("ECM") Social Worker with the MPD Disruptive Area Response Team ("DART") to provide support for individuals experiencing homelessness; and

**WHEREAS**, the County has qualified, specially trained, experienced, and competent APS ECM Social Workers to deliver enhanced case management and community support; and

**WHEREAS**, the City has qualified, specially trained, experienced, and competent law enforcement officers to collaborate with County APS ECM Social Workers to support such services in connection with; and

**WHEREAS**, the Parties desire to set forth herein the terms and conditions under which said services shall be furnished.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

The Parties shall collaborate for services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this MOU or modified herein:

Exhibit A - Scope of Services

**2. TERMS OF UNDERSTANDING**

The term of this MOU shall commence on the 18<sup>th</sup> day of July, 2023, and continue

until the 30<sup>th</sup> day of June, 2024, unless sooner terminated in accordance with the section entitled "TERMINATION FOR CONVENIENCE," as set forth elsewhere in this MOU.

**3. COMPENSATION**

This is a no-cost Agreement between the County and City of Merced.

**4. PRICING CONDITIONS**

County shall not be responsible for any charges or expenses incurred by City, their agents, employees, or independent Contractors, other than those listed herein, in connection with the performance of services hereunder, unless authorized in advance in writing by County. Each responding Party shall be responsible for its costs associated with the activities described in this MOU.

**5. NOTICES**

All notices, requests, demands, or other communications under this MOU shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid, or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the Parties to this MOU at the time of endorsement of this MOU is as follows:

**County of Merced c/o  
Human Services Agency**  
P.O. Box 112  
Merced, CA 95341  
Attn: Contracts Monitoring Unit

**City of Merced c/o  
Merced Police Department**  
611 West 22<sup>nd</sup> Street  
Merced, CA 95340

Any party may change its address by giving the other party notice of the change in any manner permitted by this MOU.

**6. TERMINATION FOR CONVENIENCE**

This MOU, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days' written notice of such termination. Upon effective date of termination, County shall have no further obligation to provide a Social Worker.

**7. MODIFICATION OF THE MOU**

Notwithstanding any of the provisions of this MOU, the Parties may agree to amend this MOU. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

**8. INSURANCE**

Prior to the commencement of work, and as a precondition to this MOU, both Parties shall maintain insurance coverage for its wrongful acts, errors, and/or omissions arising from the performance of its duties under this MOU with minimum limits of:

Commercial General Liability (CGL) \$1,000,000 per occurrence covering products and completed operations, bodily injury, personal injury, and property damage;

Automobile Liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage;

Professional Liability (Errors and Omissions) \$1,000,000 per occurrence; and

Workers' Compensation Insurance as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident, during the term of the MOU.

Each Party shall provide the other certificates of insurance (COI) upon request.

Each Party and its officers, employees, and agents shall be endorsed to the other's CGL policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this MOU.

**9. INDEMNIFICATION**

County shall indemnify, defend and hold harmless City, its officers, employees, and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of County, its elected officials, officers, employees, or agents.

City shall indemnify, defend and hold harmless County, its officers, elected officials, employees, and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising of or in any way connected with this Agreement, including, without limitation, claims damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of City, its officers, employees, or agents.

Where fault is determined to have been comparative, principles of comparative fault will be followed, and each party shall bear the proportionate cost of any damage attributed to the fault of that party, its officers, directors, agents, employees, volunteers, or subcontractors.

The Parties acknowledge that by entering into this Agreement no party waives or intends to waive any immunities to which they would be entitled in the absence of the Agreement.

Each Party shall promptly notify the other Party of any claims or legal actions arising out of the performance of this Agreement

The obligations set forth above shall survive expiration or termination of this Agreement.

**10. LAWS, LICENSES, PERMITS, AND REGULATIONS**

City and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to City and County, their sub-grantees, Contractors, or subcontractor and their work.

City shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Merced, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU by County.

**11. APPLICABLE LAW; VENUE**

All Parties agree that this MOU and all documents issued or executed pursuant to this MOU, as well as the rights and obligations of the Parties hereunder, are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance. No interpretation of any provision of this MOU shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this MOU, any disputes concerning any question of fact or law arising under this MOU or any litigation or arbitration arising out of this MOU, shall be tried in Merced County, unless the Parties agree otherwise or are otherwise required by law.

**12. COVID-19 REQUIREMENTS**

The Parties, at Parties' sole expense, shall follow all State and local laws, rules, regulations, guidelines, and orders related to the COVID-19 pandemic in the performance of its work under this MOU. This shall include, but not be limited to, creating a COVID-19 worksite-specific prevention plan prior to conducting the Parties business/activity. The Parties are encouraged to frequently reference [www.covid19.ca.gov](http://www.covid19.ca.gov) for information on state requirements for operation of specified businesses/activities.

*Signature page to follow*



**SIGNATURES**

**COUNTY OF MERCED**

**CITY OF MERCED**

By: \_\_\_\_\_

Scott M. Silveira  
Board Chair  
Merced County Board of Supervisors

By: Stephanie Dietz

Stephanie Dietz  
City Manager

Date: \_\_\_\_\_

Date: 6/28/23

**ATTEST:  
CITY CLERK**

**APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL**

BY: Bejondha Medina 6/29/23  
Assistant/Deputy City Clerk

By: \_\_\_\_\_

Breana E. McMahon  
Deputy County Counsel

**APPROVED AS TO FORM:**

[Signature] 6-27-23  
Date

City Attorney

Date: \_\_\_\_\_

302  
FUNDS/ACCOUNTS VERIFIED

[Signature] 6/28/23  
FINANCE OFFICE DATE # 8168  
No funds to encumber. xc 6/28/23

## **EXHIBIT A SCOPE OF SERVICES**

### **I. PURPOSE**

The purpose of this MOU is to set forth the duties between County and City, with regard to the continuation of a pilot program that embeds a County APS ECM Social Worker with City MPD DART. The goal of this continued pilot program is to place the ECM Social Worker immediately where the client is at and allow them to quickly develop rapport and provide wrap supportive services to the homeless client. The addition of an ECM Social Worker to DART would enhance the interdisciplinary team and allow the ECM Social Worker to build on the existing resources and connections established with the APS Home Safe Program and follow the client with service coordination.

This would allow the homeless client to receive an immediate whole-person centered assessment and initiate streamlined interdisciplinary service coordination. By responding with DART, the APS ECM Social Worker would be able to begin their assessment process with an immediate safety assessment. An APS ECM Social Worker would continue to provide intensive case management with client until the client becomes stabilized and has increased positive health outcomes.

Case Management includes coordination of locating primary care providers, assistance in obtaining required documentation e.g., birth certificates, enrolling clients in entitlement programs such as Medi-Cal, CalFresh, or Social Security benefits, and providing Community Supports ("CS") services, formally known as, In Lieu of Services ("ILOS") supports. These CS/ILOS services provide housing stabilization to prevent continued homelessness, housing navigation, financial assistance for housing to prevent homelessness or to assist in obtaining permanent housing, collaboration with other providers for longer-term supports, and case management services.

In addition to these services, a social worker can identify and coordinate services that will address negative impacts of the social determinants of health, past traumas, abuse, and/or neglect.

### **II. OBJECTIVE OF PILOT PROGRAM**

1. Increased positive outcomes for the clients demonstrated by either a decrease in law enforcement contacts or hospitalizations and an increase in connections with either a primary health care providers or behavioral health supports.
2. Successful transition into permanent housing, demonstrated by client maintaining permanent housing at the end of the pilot program.

3. Decreased time needed to coordinate services around clients to help them achieve the above goals.
4. Increased systems collaboration with MPD.

### **III. COUNTY RESPONSIBILITIES:**

1. Provide a trained social worker to respond with MPD DART to complete psycho-social assessments, assess for abuse and neglect, provide service coordination and planning, and trauma informed practices for clients experiencing homelessness or other identified eligible populations.

- 1.1. The psycho-social assessments include:

A person-centered assessment that evaluates the safety, risk, and service needs of clients through the Vulnerability Index-Service Prioritization Decision Assistance Tool ("VI-SPDAT"), that will identify negative impacts of the social determinants of health, past traumas, and abuse or neglect.

2. Provide intensive case management to include:

- 2.1. Assisting individuals with housing stabilization, coordination of locating primary care providers, obtaining required documentation (e.g., birth certificates), and enrollment in entitlement programs such as Medi-Cal, CalFresh, or social security benefits, and providing for CS services.

- 2.2. Documentation and data entry into the Coordinated Entry System ("CES") Homeless Management Information System (HMIS)/Clarity System and APS case management data systems.

- 2.3. These CS services provide housing stabilization to prevent continued homelessness, housing navigation, financial assistance for housing to prevent homelessness or to assist in obtaining permanent housing, collaboration with other providers for longer-term supports, and case management services.

3. ECM Social Worker will attend the APS Interdisciplinary Team ("IDT") meetings and CES as necessary for coordination of services.
4. Collaborate with MPD to coordinate program outreach, community education, assistance, and training workshops with local law enforcement and community partners.
5. Ensure confidentiality within legal guidelines for individuals receiving assistance from APS.



6. The ECM Social Worker will be supervised by the County's APS Supervisor and follow established APS and HSA protocols.

#### **IV. CITY RESPONSIBILITIES:**

1. MPD DART supports the objectives of this continued pilot program and addresses issues of concern and blight to provide a cleaner and safer city for its citizens and businesses through collaboration with other agencies and businesses in Merced.
  - 1.1. DART identifies and cleans up transient camps throughout the city with the assistance of the City's Refuse Team. DART will collaborate with other agencies and services in Merced to offer transients shelter, housing, and other services needed to elevate their quality of life.
  - 1.2. MPD will make appropriate referrals to partner agencies. Referrals shall be made as soon as is practically possible.
  - 1.3. DART partners with a full-time County Mental Health Worker for assistance with evaluations in the field.
2. Ensure social worker safety by providing a trained police officer to respond with ECM County Social Worker while completing psycho-social assessments, as needed.
3. Work to ensure the citizens of Merced are following the city regulations regarding marijuana. DART Officers will identify through complaints and or visuals, residences in violations of city marijuana regulations. DART Officers will eradicate grows, enforce laws, and educate citizens regarding violations.
4. Conduct and follow-up on human trafficking investigations, combat human trafficking and prostitution in the City of Merced by identifying those individuals involved in sexual exploitation and/or misconduct, and offer services to victims and those in need.

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## Bias-Based Policing

### 401.1 PURPOSE AND SCOPE

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

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

#### 401.1.1 DEFINITIONS

Definitions related to this policy include:

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

### 401.2 POLICY

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

### 401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

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

#### 401.3.1 CALIFORNIA RELIGIOUS FREEDOM ACT

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

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

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

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### *Bias-Based Policing*

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#### **401.4 MEMBER RESPONSIBILITIES**

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

##### **401.4.1 REASON FOR CONTACT**

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

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

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

##### **401.4.2 REPORTING TRAFFIC STOPS**

Each time an officer makes a traffic stop, the officer shall report any information required in the Traffic Function and Responsibility Policy.

##### **401.4.3 REPORTING OF STOPS**

Unless an exception applies under 11 CCR 999.227, an officer conducting a stop of a person shall collect the data elements required by 11 CCR 999.226 for every person stopped and prepare a stop data report. When multiple officers conduct a stop, the officer with the highest level of engagement with the person shall collect the data elements and prepare the report (11 CCR 999.227).

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

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

#### **401.5 SUPERVISOR RESPONSIBILITIES**

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

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
  1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review MAV recordings, portable audio/video recordings, Mobile Data Terminal (MDT) data and any other available resource used

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### *Bias-Based Policing*

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to document contact between officers and the public to ensure compliance with the policy.

1. Supervisors should document these periodic reviews.
  2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

#### **401.6 ADMINISTRATION**

Each year, the Patrol Division Captain should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police.

The annual report should not contain any identifying information about any specific complaint, member of the public or officers. It should be reviewed by the Chief of Police to identify any changes in training or operations that should be made to improve service.

Supervisors should review the annual report and discuss the results with those they are assigned to supervise.

#### **401.7 TRAINING**

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

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

#### **401.8 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE**

The Internal Affairs Unit Manager shall ensure that all data required by the California Department of Justice (DOJ) regarding complaints of racial bias against officers is collected for required reporting to the DOJ (Penal Code § 13012; Penal Code § 13020).

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## *Bias-Based Policing*

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Effective April 1, 2023, supervisors should ensure that data stop reports are provided to the Records Supervisor for required annual reporting to the DOJ (Government Code § 12525.5) (See Records Bureau Policy).