

Organized Retail Theft Vertical Prosecution

Grantee Orientation

Administrative Responsibilities

TOPICS

- Communication
- Standard Agreement STD 213
- Exhibits to the Grant Agreement
- Non-Governmental Organization (NGO) Assurances
- Prior Approvals
- Guides
 - BSCC Grant Administration Guide



COMMUNICATION

- BSCC communication is limited to the identified grant staff
 - Submit an updated Contact Information Sheet as needed
- Project Director and Financial Officer must be employees of the grantee
 - Help us avoid misunderstandings and/or communication breakdowns
 - Do not have to be Day to Day Contact



STANDARD AGREEMENT

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

CONTRACTING AGENCY NAME

STD 213 (Rev 03/2019)

SCO ID:5227-BSCC- XXX-23

AGREEMENT NUMBER

BSCC XXX-23

PURCHASING AUTHORITY NUMBER (If Appl

1) This Agreement is entered into between the Contracting Agency and the Contractor named below:

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

XXX

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:

\$000,000.00

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

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

^{*} This item is hereby incorporated by reference and can be viewed at: https://www.bscc.ca.gov/organized-retail-theft-vertical-prosecution-grant-pn 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.)

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS	CITY
XXX	xxx
PRINTED NAME OF PERSON SIGNING	TITLE
XXX	xxx
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	
2590 Venture Oaks Way, Suite 200	Sacramento	
PRINTED NAME OF PERSON SIGNING	TITLE	
COLLEEN CURTIN	Deputy Director	1
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED	-



STANDARD AGREEMENT CONT...

A. 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

- October 1, 2023 to December 31, 2023
- January 1, 2024 to March 31, 2024
- April 1, 2024 to June 30, 2024
- July 1, 2024 to September 30, 2024
- October 1, 2024 to December 31, 2024
- January 1, 2025 to March 31, 2025
- April 1, 2025 to June 30, 2025
- July 1, 2025 to September 30, 2025
- October 1, 2025 to December 31, 2025
- January 1, 2026 to March 31, 2026
- April 1, 2026 to June 30, 2026
- July 1, 2026 to September 30, 2026
- October 1, 2026 to December 31, 2026

B. Evaluation Documents

- Local Evaluation Plan
- Final Local Evaluation Report

C. Other

Financial Audit Report

Due no later than:

February 15, 2024 May 15, 2024

August 15, 2024

November 15, 2024 February 15, 2025

May 15, 2025

August 15, 2025

November 15, 2025

February 15, 2026

May 15, 2026

August 15, 2026

November 15, 2026

February 15, 2027

Due no later than:

April 1, 2024

June 1, 2027

Due no later than:

June 1, 2027

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



STANDARD AGREEMENT- PAYMENT

A. INVOICING AND PAYMENT

• 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:

- October 1, 2023 to December 31, 2023
- January 1, 2024 to March 31, 2024
- April 1, 2024 to June 30, 2024
- July 1, 2024 to September 30, 2024
- October 1, 2024 to December 31, 2024
- January 1, 2025 to March 31, 2025
- April 1, 2025 to June 30, 2025
- July 1, 2025 to September 30, 2025
- October 1, 2025 to December 31, 2025
- January 1, 2026 to March 31, 2026
- April 1, 2026 to June 30, 2026
- July 1, 2026 to September 30, 2026
- October 1, 2026 to December 31, 2026

Final Invoicing Periods*:

- January 1, 2027 to March 31, 2027
- April 1, 2027 to June 1, 2027

Due no later than:

February 15, 2024

May 15, 2024

August 15, 2024

November 15, 2024

February 15, 2025

May 15, 2025

August 15, 2025

November 15, 2025

February 15, 2026

May 15, 2026

August 15, 2026

November 15, 2026

February 15, 2027

Due no later than:

May 15, 2027

August 15, 2027

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



REPORTING

- Required to submit progress reports.
- Critical element in the monitoring and oversight process and evaluation.
- Provides data that BSCC publishes for future opportunities and public view of progress.



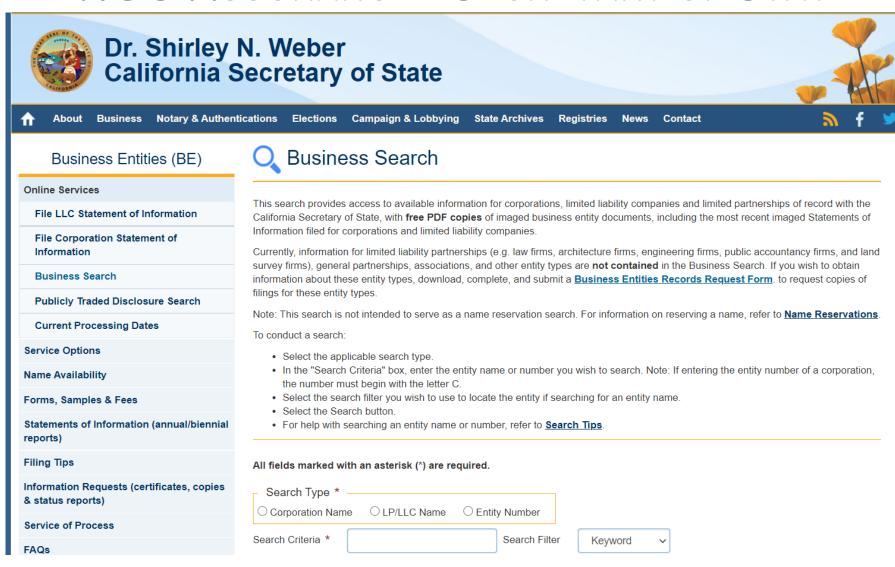
EXHIBIT D: SPECIAL TERMS AND CONDITIONS

3. POTENTIAL SUBCONTRACTORS

SUB-CONTRACTS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with providers 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 its 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 monies to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.
- D. Grantee assures that for any subcontract awarded by the Grantee, such as 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:
 - 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 ...
 - Access to Books and Records
 Make such books, records, supporting documentations, and other evidence available to
 the BSCC or designee... for a minimum of three (3) years ...

NGO ASSURANCE - SECRETARY OF STATE



https://businesssearch.sos.ca.gov/

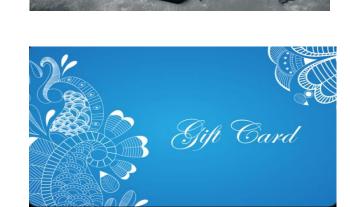
REQUIRED DOCUMENTS

- Signed Agreement by the grantee and the BSCC
 - Document is not executed until signed by the BSCC
- Governing Board Resolution
 - Required <u>before</u> funds are distributed



PRIOR APPROVAL REQUIRED

- Food & Beverages
- Equipment*
- Gift Cards
- Incentives
- Vehicles*
- Out-of-State Travel











2023 GRANT GUIDE

https://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2023.pdf



TAKEAWAYS

- Adhere to the Grant Agreement
- Meet reporting due dates
- Include BSCC required language in your subcontracts
- Maintain updated NGO Assurances
- When in doubt seek prior approval
- Reference the Grant Admin Guide