

*Tulare County  
Sheriff's Office*

Ed Lardner, Administrative Support Division  
(559) 802-9462  
[elardner@co.tulare.ca.us](mailto:elardner@co.tulare.ca.us)

**MEMORANDUM OF UNDERSTANDING**

with the

California Department of Justice

*July 1, 2018 – June 30, 2020*

## **I PURPOSE**

This Memorandum of Understanding (the “MOU”) is entered into by the Department of Justice (“DOJ”) and the Tulare County Sheriff’s Office (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Proposals for activities of Local Law Enforcement Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the “Act”), approved by the voters as Proposition 56.

This MOU becomes effective upon completion of all signatures, and expires on June 30, 2020.

The DOJ grants to Grantee \$176,634, (the “Grant Amount”) for expenditure in accordance with this MOU, including the Scope of Work included in the approved Grant Application.

The Request for Proposals, Grantee Handbook and Grant Application are incorporated by reference into this MOU and attached as Exhibits A, B and C respectively.

## **II COMMUNICATION**

All reports, notices, requests, and/or correspondence pertaining to this MOU shall be forwarded to the Tobacco Grant Unit at:

California Department of Justice  
Division of Law Enforcement  
Attn: Shannon Patterson  
1300 I Street, Suite 1140  
Sacramento, CA 95814  
[TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov)  
(916) 210-7418

## **III BUDGET**

Grantee agrees to expend the Grant Amount in accordance with the approved Budget (Attachment 1).

Grantee must submit any request for a change to a Budget item in writing or via e-mail to the DOJ and any changes to the Budget must be pre-approved in writing by the Tobacco Grant Unit at least thirty (30) days in advance of any change to the Budget item.

## **IV COST REIMBURSEMENT/INVOICING**

DOJ agrees to reimburse Grantee, in arrears, for Grantee’s actual expenditures in performing the Scope of Work, upon receipt of invoices from Grantee and approval of the invoices by DOJ.

Grantee will submit only one (1) invoice each month for items included in the Budget, included completed travel and training, if applicable. The Grantee is required to ensure that all vendor deliverables are accepted and approved, equipment delivered, travel completed, and administrative activities performed. Invoiced amounts may not exceed the costs specified in the approved Budget.<sup>1</sup>

Grantee will provide substantiation to DOJ pertaining to acceptance of hardware, software, services, and deliverables along with approved invoices for payment. Invoices paid by the Grantee and submitted to the DOJ for reimbursement must include the invoice number, invoice date, service period, agreement number, vendor name, vendor contact information, amounts, along with the approved Budget Template clearly identifying which expenditure the invoice is associated with. Grantee shall provide copies of packing slips substantiating delivery of purchased equipment. Grantee invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15<sup>th</sup> calendar day following the month of expenditure. (Example, a purchase made on June 2<sup>nd</sup> would require invoice to be received by the DOJ no later than July 15<sup>th</sup>).

Invoices must be e-mailed or delivered via U.S. Mail addressed to:

California Department of Justice  
 Division of Law Enforcement  
 Attn: Tobacco Grant Unit  
 1300 I Street, Suite 1140  
 Sacramento, CA 95814  
[TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov)

## **V BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

## **VI QUARTERLY REPORTING REQUIREMENTS**

Grantee will submit quarterly progress reports to the DOJ. These reports, which will describe progress made on the recipient's Scope of Work, shall be submitted to DOJ according to the following schedule:

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<sup>1</sup> Approved Budget included under Attachment 1.

- 1) January 1 through March 31: Due April 15
- 2) April 1 through June 30: Due July 15
- 3) July 1 through September 30: Due October 15
- 4) October 1 through December 31: Due January 15

Grantees shall submit any other reports and data as required by the DOJ.

## **VII ADMINISTRATION AND AUDIT**

The DOJ is not liable for the Grantee's use of funds or any subsequent audit findings.

Grantee agrees that the DOJ and the California State Auditor, or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the funds expended by Grantee and the Grantee's performance of the Scope of Work under this MOU. Grantee agrees to maintain all such records and reports for possible audit for a minimum of three (3) years after payment by DOJ of the final invoice submitted by Grantee. Grantee agrees to allow access to such records during normal business hours and to allow interviews with officers and employees who might reasonably have information related to such records. [Grantee agrees to include a similar right for DOJ and the California State Auditor to audit records and interview staff in any subcontract related to performance of the MOU.]

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grant Handbook. Actions include but are not limited to requiring Grantee to return grant funds, and any other remedies available under law, and the Grantee may be disqualified from applying for or receiving future grant funds.

## **VIII GRANTEE CONTACT INFORMATION**

Name and Title: Jon Brown, Lieutenant  
Agency Name, Department/Unit: Tulare County Sheriff's Office, Headquarters Patrol  
Commander  
Mailing Address: 833 S. Akers Street, Visalia CA 93277  
Phone Number: 559-782-9484  
E-Mail: jonbrown@co.tulare.ca.us

Name and Title: Duane Cornett, Lieutenant  
Agency Name, Department/Unit: Tulare County Sheriff's Office, Employee and Public Relations  
Unit  
Mailing Address: 833 S. Akers Street, Visalia CA 93277  
Phone Number: 559-802-9413  
E-Mail: dcornett@co.tulare.ca.us

Name and Title: Terrie Saenz, Fiscal Manager  
Agency Name, Department/Unit: Tulare County Sheriff's Office, Fiscal Unit  
Mailing Address: 833 S. Akers Street, Visalia CA 93277  
Phone Number: 559-802-9450  
E-Mail: tlsaenz@co.tulare.ca.us

Name and Title: Christine Lipscomb, Grant assigned accountant  
Agency Name, Department/Unit: Tulare County Sheriff's Office, Fiscal Unit  
Mailing Address: 833 S. Akers Street, Visalia CA 93277  
Phone Number: 559-802-9456  
E-Mail: crlipscomb@co.tulare.ca.us

**IX MISCELLANEOUS PROVISIONS**

Amendment-No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment- This MOU is not assignable by Grantee in whole or in part.

Indemnification- Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

**X AUTHORIZATION**

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be forwarded to the Division of Law Enforcement, Office of the Chief, with all its attachments, and will become effective upon completion of signature from all parties. .

Mike Boudreaux

8-9-18  
Date

Mike Boudreaux, Sheriff-Coroner  
Tulare County Sheriff's Office

\_\_\_\_\_

\_\_\_\_\_  
Date

J. Steven Worthley, Chairman  
County of Tulare

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**SHANNON PATTERSON, GRANT MGR.**  
Office of the Chief  
California Department of Justice

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Date

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**KEVIN GARDNER, Chief**  
Office of the Chief  
California Department of Justice

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Date

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**CHRIS RYAN, Chief**  
Office of Fiscal Management  
California Department of Justice

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Date

EXHIBIT "A"

**TOBACCO LAW ENFORCEMENT GRANT  
PROGRAM**

**2017-2018**

**REQUEST FOR PROPOSALS**

**DOJ-PROP56-2017-18-2**



**XAVIER BECERRA**  
*Attorney General*

**OFFICE OF THE ATTORNEY GENERAL**

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## I. GENERAL INFORMATION

### A. Introduction

This Request for Proposals (RFP) relates to the Tobacco Litigation Grant Program and furnishes grant applicants with the following:

- Procedures for preparing grant proposals
- Sample budget form
- Proposal Cover Sheet template

Once an RFP is issued, staff in the Department of Justice (DOJ) may answer technical questions about the RFP and Grantee Handbook, but may not assist applicants with the preparation of their proposals. Individuals who will serve on the DOJ merits review panel shall be insulated so that they do not promote the grant program or comment on it to any applicant or potential applicant, or respond to questions about the RFP or Grantee Handbook asked by any applicant or potential applicant.

Applicants selected for funding must retain a copy of this RFP and the Grantee Handbook as these materials are the requirements for the entire grant award period.

Information must be provided as directed. This includes following all instructions, using specific formats and providing requested information. Failure to provide the required information or to provide the information in the manner directed may disqualify the proposal or result in a lower rating.

Questions regarding this grant can be directed to:

Shannon Patterson, Program Manager  
California Department of Justice  
1300 I Street, Suite 1140  
Sacramento, CA 95814  
(916) 210-7418  
[TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov)

**B. Submission of Proposals**

*THE FINAL DEADLINE FOR RECEIPT OF ALL PROPOSALS IS:*

**DATE: MAY 25, 2018**

**TIME: 5:00 p.m.**

**Mail or deliver proposals in an envelope to:**

**California Department of Justice  
Division of Law Enforcement  
Attn: Shannon Patterson  
1300 I Street, Suite 1140  
Sacramento, CA 95814**

All proposals are time stamped upon receipt by the DOJ. Proposals received after the deadline will not be eligible for consideration. It is the responsibility of the applicant to ensure that the proposal is received by the DOJ by the specified deadline. DOJ will not be responsible for late delivery of a proposal due to mistakes or delays of the applicant or the carrier used by the applicant. A postmark is not sufficient. DOJ will not accept electronic documents, such as facsimiles or e-mails of the proposals.

DOJ will not notify applicants regarding omissions or accept any late additions to the proposals. All proposals will be rated solely on the timely-submitted content.

All grant applicants must strictly adhere to the following:

- Each proposal must be completed by the applicant in its entirety.
- Proposals must be typed or computer generated. Typed characters must be no smaller than the equivalent of 12 point font. Page size must not exceed standard 8 ½ x 11 inch paper.
- Five (5) copies of the proposal must be submitted; one (1) with original signatures plus four (4) copies.
- The original and each copy of the proposal must be assembled separately from the other copies and individually fastened in the upper left-hand corner.

**If the applicant does not adhere to the items listed above, the DOJ may disqualify the proposal.**

**C. Funding Duration**

Agencies selected for funding will be funded for up to 25 months. This grant period will begin on June 1, 2018 and will end on June 30, 2020.

**D. Resolution from Governing Body**

Applicants selected for funding must provide a resolution of the applicant's governing body authorizing the applicant to enter into a contract with the State and identifying the person authorized to execute the contract for the applicant. The resolution should expressly authorize future amendments, if any, for the purpose of increasing funding provided in the original contract, without an additional resolution from the governing body. Applicants selected for funding will be required to submit an original or a certified copy of the resolution.

**Once notified of selection, the successful applicant should promptly request the resolution to avoid funding delays.**

**E. Proposal Components**

The original and each copy of the proposal must contain the following **required** components in the order listed below:

- Proposal Cover Sheet (Template is included and required for submission.)
- Scope of Work
- Budget Detail (Template is included and required for submission.)

Failure to include all information will result in the rejection of the proposal. DOJ will not advise applicants that their proposal is incomplete prior to its rejection.

**F. Eligibility Criteria**

In accordance with the State Budget Act and Proposition 56, any local government or local government agency within the State of California that has authority to enforce tobacco-related state laws or local ordinances, is eligible to receive funds. This includes agencies that support programs that enforce state and local laws related to the illegal sale and marketing of tobacco products to minors, investigate those activities, or conduct compliance checks to reduce illegal sales of tobacco products to minors.

**G. Evaluation Criteria**

In accordance with Proposition 56, funds will be awarded to applicants that demonstrate capacity to support and hire law enforcement officers for programs that include, but are not limited to, enforcing state laws and local ordinances relating to illegal sales of tobacco products to minors, marketing of tobacco products to minors,

increasing investigative activities and compliance checks to reduce illegal sales of tobacco products to minors and youth.

## **II. PREPARING PROPOSALS**

### **A. General**

When completed, the following documents become the proposal to be submitted to DOJ for consideration: Proposal Cover Sheet, Scope of Work, and Budget Detail.

### **B. Proposal Cover Sheet**

The Proposal Cover Sheet is the cover page for the proposal and must contain signatures of those authorized to submit a grant application on behalf of the requesting agency. The Proposal Cover Sheet must also include the name, signature and contact information of the grant contact person(s). A sample Proposal Cover Sheet is provided under Appendix A.

A Memorandum of Understanding (MOU) will be provided to applicants that are selected for funding. The MOU is the agreement between the applicant and the DOJ. The official signing the MOU for the grantee must be the official authorized to sign the contract and designated by title in the resolution of the applicant's governing body, which will also be required if the applicant is selected for funding.

### **C. Scope of Work**

The Scope of Work is the main body of information which describes the applicant's proposed use of funding and the plan to address a community's problems/issues through appropriate and achievable objectives and activities. The Scope of Work should be a detailed description of the project, explaining how it is designed, how it will be implemented, who will be involved, and what results are expected.

The Scope of Work must be no more than five (5) typewritten pages. Do not reduce standard 12-point font or standard paper size of 8 1/2" by 11". Reduction in print or paper size will be considered a violation of mandatory criteria and the proposal will be disqualified. When preparing the proposal, follow the format below and address each of the following five areas.

#### **i. Summary**

- a.** Agency Description – Describe your agency, including size, structure, staffing, demographics of jurisdiction, and number of licensed tobacco retailers in your agency's jurisdiction.
- b.** Funding Requested – Dollar amount requested. The Proposal should include a breakdown of funds requested by fiscal year.
- c.** Goals and Objectives – List the goals and objectives of your project.
- d.** Measureable outcomes – Describe your agency's anticipated method or methods to measure the success achieved through the use of these grant funds.

- ii. **Problem Statement – Describe the issues or problems to be addressed with grant funds.**
  - a. Clearly identify the geographic area to be served, any specific problem locations, the issues to be addressed, and any known factors that may be contributing to the problem.
  
- iii. **Project Description – What are the goals and objectives of the proposed project?**
  - a. Describe in detail the goals and objectives you wish to accomplish during the grant period.
  - b. Objectives should be measurable, concise, deal with a specific item, and be realistic with a reasonable probability of achievement. (Please see Appendix B for sample goals and objectives.)
  
- iv. **Project Personnel – Describe the staffing required to carry out the grant objectives as supported by the proposed budget.**
  - a. Include the number of personnel, titles, and current duties and proposed duties of each proposed existing staff member.
    - i. If hiring new personnel, your budget projections should reflect the approximate hiring date of any new personnel funded by this grant.
  - b. Include unit/division that will be responsible for the grant.
  
- v. **Budget**
  - a. **Budget Detail**

A sample budget is attached under Appendix B. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of the project. The budget must be detailed and cover the entire grant period.
  - b. **Other Funding Sources**

Describe other funds that your agency will contribute towards the success of this project, if any.

### III. **SELECTION OF PROPOSALS FOR FUNDING**

#### A. **Administrative Review**

All submissions will be reviewed by a grant administrator to ensure that all requirements are met under Sections I and II. This administrative review will render a pass/fail score.

#### B. **Merit Review**

All grant applications that pass the administrative review will move forward to the Merit Review. The Merit Review committee will be comprised of a DOJ-appointed selection committee to read, evaluate, and rate all proposals that pass administrative review.

#### C. **Selection**

The Merit Review committee will submit recommendations for funding to the Attorney General or his designee for final selection.

#### **IV. PROCESSING GRANT AWARDS**

##### **A. Notification of Grant Award**

- i.** The following are the steps the DOJ will take in processing grant proposals and awards:
  - a.** DOJ receives proposals.
  - b.** DOJ performs administrative review.
  - c.** Merit Review Committee reads and evaluates proposals.
  - d.** Merit Review Committee submits recommendations to the Attorney General (or his designee) for proposals to be funded and for the amount of funding to be provided.
  - e.** Attorney General (or his designee) makes final funding decisions.
  - f.** DOJ sends selection notification letter to all applicants, successful and unsuccessful.
  - g.** DOJ sends Memorandum of Understanding to successful grant applicants for signature and applicants execute and return the MOU to DOJ, with the required resolution of the governing body.
  - h.** DOJ reviews completed MOUs from awarded agencies and signs completed forms.
  - i.** DOJ sends fully executed copy to applicant and instructs the State Controller's Office to distribute funds for the current fiscal year.

## V. SAMPLE GOALS AND OBJECTIVES

DOJ provides the following sample goals and objectives to help guide applicants and give ideas upon which to build. Applicants may incorporate those that will help solve local problems. DOJ encourages applicants to develop their own strategies to address these problems.

Identify and target problematic retailers of tobacco products.

Conduct \_\_\_\_\_ tobacco-related enforcement operations targeting licensed retailers.

Conduct \_\_\_\_\_ post-enforcement operations targeting licensed retailers that previously violated statutes or ordinances.

Conduct \_\_\_\_\_ tobacco-related enforcement operations targeting locations where minors are likely to be present, e.g., playgrounds, youth sports events, baseball stadiums, school and college campuses, public transit systems, vehicles with a child present, etc.

Survey and conduct \_\_\_\_\_ enforcement operations targeting hookah bars and lounges, particularly relating to sale or service to minors or in areas near college campuses.

Conduct \_\_\_\_\_ "shoulder tap" or other operations involving the furnishing of tobacco products to minors from non-commercial sources.

Conduct \_\_\_\_\_ local tobacco retail license inspection operations.

Conduct \_\_\_\_\_ operations involving the sale of single cigarettes ("loosies").

Conduct \_\_\_\_\_ operations involving the sale of tobacco products in violation of local ordinances, e.g., flavored products, minimum pack size, coupons, samples, etc.

Conduct \_\_\_\_\_ retailer education classes focusing on furnishing tobacco products to minors.

Install \_\_\_\_\_ signs regarding tobacco-related regulations, e.g., no smoking signs in parks.

Hire \_\_\_\_\_ school resource officers with responsibilities and training for tobacco-related enforcement and outreach.

Install \_\_\_\_\_ vapor and smoke detection devices in school bathrooms.

Prepare a written evaluation of the agency's existing system of recording and utilizing reports regarding compliance, citations, warnings, convictions, suspensions, appeals and/or dismissals of tobacco-related inspections or offenses, and implement improvements.

Increase communication and involvement with students and youth by meeting with student and youth organizations, schools and/or colleges \_\_\_\_\_ times.

Provide roll call training on tobacco-related issues for all sworn personnel on a regular basis.

Prosecute \_\_\_\_\_ tobacco-related violations.

Conduct and prosecute \_\_\_\_\_ unlawful sales of tobacco products on the internet.

Develop and implement a retailer diversion program for tobacco-related violations.

Develop and implement a multi-agency task force, a multi-jurisdiction task force, a community task force, or a multi-issue task force, to identify and address local tobacco-related issues.

The patterns of use of tobacco products in California are increasingly uneven, e.g., smoking rates vary widely depending on age, race, national origin, education, income, sexual identification, region, etc. There are also variations in the use of different types of products, e.g., cigarettes, e-cigarettes, tank systems, cigarillos, chew, flavored products, products containing tobacco together with other substances, etc. DOJ encourages applicants to consider strategies that reduce illegal sales and marketing of all tobacco products to minors, and that take into account these social and product variations as they exist locally.



## **VI. FAQs ABOUT DOJ'S TOBACCO LAW ENFORCEMENT GRANTS**

*Is it worthwhile for a small agency in a small city to apply for these funds?*

Yes! Look at the examples of the grants DOJ previously awarded – they are from all over the state and include many small cities and rural counties. Also, 97% of the applicants received full or close to full funding.

*This program looks like it is only for police or sheriffs. Can a code enforcement agency, or an environmental health department, apply?*

Every police and sheriff's department is eligible to apply, but those are not the only eligible agencies. If an agency enforces a local ordinance or state law relating to tobacco, e.g., inspects tobacco retail licenses or enforces the rule against possession of vape products on school grounds, it is probably eligible. If a city, county or educational institution has a law enforcement branch or function, it is probably eligible.

*DOJ should offer these funds for alcohol, opioids, cannabis or any number of other issues that are big problems. But not for cigarettes, hardly any kids smoke cigarettes any more.*

Actually, tobacco remains our most serious public health issue. Further, tobacco use often tracks other issues that are of great concern. For example, the prevalence of tobacco use by people with mental health problems is much higher than among the population as a whole, and stores that are associated with neighborhood blight often sell tobacco. So addressing tobacco can help address other problems. Also, California defines "tobacco products" much more broadly than just cigarettes – they include vape pens, flavored cigars and cigarillos, blunts, etc.

*It is difficult for a small jurisdiction to conduct effective minor decoy operations. Does this program fund other types of enforcement?*

Yes! Funds are available for many different types of activities, not only for undercover buy operations. Also, combined applications and applications with subcontracts are allowed, e.g., several adjoining rural counties could collaborate on joint operations using shared enforcement personnel and a local community group. There are many options.

*Kids get tobacco from friends, or siblings, or the internet. How does doing more undercover buys at retailers address that reality?*

Minors get tobacco products from many sources. DOJ seeks to fund a wide range of enforcement activities – not only undercover buys. Other activities might include undercover shoulder tap operations at youth-oriented events or outside tobacco retailers, undercover internet buys and prosecutions, school-based operations to gain a better understanding of the sources of tobacco products in the community, outreach by school resource officers, and media campaigns.

*If a community already has a robust retailer inspection and retailer education program, will DOJ fund other activities?*

Prop. 56 provides funding to support local law enforcement officers in programs that include, but are not limited to, enforcing state and local laws relating to tobacco. Thus, if other activities will support enforcement in the community, those activities may be eligible – ranging from paying for posters on bus benches on routes taken by young people, to erecting no smoking signs at parks and playgrounds, to developing a retailer diversion program. The DOJ grant program gives fiscal support to local agencies to pursue activities that will produce results in their communities.

## **VII. EXAMPLES OF PRIOR DOJ TOBACCO LOCAL LAW ENFORCEMENT GRANT AWARDS**

**The following examples provide information as to how grant funds may be used by local government entities. They are only examples and neither reflect the only types of activities that are eligible for funding nor those that are specially favored by DOJ. If you have questions about applying for grant funds, please contact [tobaccogrants@doj.ca.gov](mailto:tobaccogrants@doj.ca.gov).**

The City of A is located in a rural county far from the population centers of the state. It has about 3,000 residents. The City demonstrated in its application that adult smoking prevalence among its citizens was considerably higher than the statewide level. The City proposed to bring all city businesses into compliance with its new tobacco ordinance, through community and retailer outreach and education programs, a retailer diversion program, police training, a media campaign, and other activities. The City sought and received over \$200,000, a large part of which was to hire an additional code enforcement officer.

The County of B stretches from the valley into the mountains. DOJ awarded the Sheriff's Office a grant of over \$400,000 to be used for a wide range of activities, including to hire an additional School Resource Officer to focus on tobacco issues, install air quality detection devices in school bathrooms to alert the School Resource Officer to vaping, increase undercover buys and retailer license inspections, conduct shoulder tap operations at youth-oriented events to detect non-commercial providers to minors, enforce existing tobacco laws including store signage restrictions, educate retailers, install signs in parks and schools, and collaborate regularly with the county public health department. The agency justified its application by referring to surveys showing, among other things, that the percentage of youth using tobacco products in the county was considerably higher than the statewide level and that the percentage of stores selling chewing tobacco was much higher than across the state.

The City Attorney of C requested funds for an extensive, multi-agency expansion of its efforts to decrease adolescent access to tobacco products. This large city received over \$4.25 million, the bulk of which will support employment of additional city attorneys, officers and support personnel. The proposed new activities include additional minor decoy operations, additional retailer inspections to ensure compliance with the city's tobacco retail license, searches for unstamped tobacco products, investigations and enforcement against problem hookah lounges, officer training, retailer education, anti-tobacco outreach presentations at schools, and development of a bilingual media campaign (social media, bus benches, etc.)

The City of D has a very diverse population of about 30,000 and is part of a much larger metropolitan area. The City's Police Department asked for and received \$200,000. The city explained that it had already identified ten most serious offending tobacco and alcohol retailers for priority enforcement. These locations are also associated with narcotics trafficking, loitering and other public concerns. The Prop. 56 funds will be used to conduct minor decoy, shoulder tap and general enforcement operations with a focus on the problem stores. Other activities include retailer education classes and school classes given by school resource officers.

EXHIBIT "B"

**TOBACCO LAW ENFORCEMENT GRANTS  
2017-2018  
GRANTEE HANDBOOK**



**XAVIER BECERRA**  
*Attorney General*

**OFFICE OF THE ATTORNEY GENERAL**

**HANDBOOK FOR GRANTS MADE BY THE DEPARTMENT OF JUSTICE TO  
LOCAL LAW ENFORCEMENT AGENCIES UNDER PROPOSITION 56, THE  
HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT OF 2016  
(THE ACT)**

*All items contained in this handbook are subject to change.*

**Eligibility**

In accordance with the State Budget Act and Proposition 56, only local law enforcement agencies within the State of California are eligible to receive funds. Local agencies with enforcement authority for tobacco-related state laws or local ordinances may apply, specifically including those that enforce state and local laws related to the illegal sales and marketing of tobacco products to minors, and those that perform investigative activities and compliance checks to reduce illegal sales of tobacco products to minors and youth.

**Applications**

An Eligible Local Law Enforcement Agency may submit one or more Applications.

An Eligible Local Law Enforcement Agency may submit one or more Joint Applications.

An Eligible Local Law Enforcement Agency may submit one or more Applications and one or more Joint Applications.

**Joint Applications**

A Joint Application shall include, in addition to other requirements set forth in the Request for Proposals, the following information:

- (1) Complete identification of all entities that are jointly applying for the Grant.
- (2) A designation of the primary applicant and of all secondary applicants.
- (3) A statement from the primary applicant indicating that the primary applicant agrees to assume responsibility for performance of the Projects in the event a Grant is made.
- (4) A statement from each secondary applicant identifying and acknowledging each responsibility that the secondary applicant shall assume in the event a Grant is made to the primary applicant.
- (5) A statement setting forth the benefits and disadvantages reasonably likely to arise from joint, as distinct from separate, performance of the Project.
- (6) A statement indicating whether any primary or secondary applicant is also submitting a separate Application or is a primary or secondary applicant in any other Joint Application, and briefly identifying such application(s).

**Competitive Process**

All Grants will be made on a competitive basis, unless otherwise specified in the Request for Proposals.

### **Administrative Review**

- (a) Applications will undergo an Administrative Review by the Department to determine whether Application Requirements are satisfied, including but not limited to those of timeliness and completeness of the Application and of eligibility of the applicant, as set forth in the Request for Proposals and the Act.
- (b) Applications not meeting Application Requirements, and Applications received from ineligible entities, will be disqualified.
- (c) An applicant may appeal disqualification of its Application.
- (c) Applications received from applicants that meet the Eligibility Criteria and the Application Requirements will undergo a Merits Review.

### **Merits Review**

- (a) Applications that satisfy the Administrative Review shall be reviewed by a merits review panel according to evaluation criteria set forth here and in the Request for Proposals.
- (b) The merits review panel shall provide its recommendations as to approval or denial of Applications, and as to the amount of funding for successful Applications, to the Attorney General and/or his delegate.

### **Evaluation Criteria for Merits Review**

The Department shall award or deny Grants and funds based on an assessment as to the extent to which: (a) applicants and Projects proposed in Applications satisfy the criteria set forth in the Request for Proposals, and (b) the applicants show capacity to perform the proposed Projects, to comply with the Act's requirement to refrain from using Grant funds to Supplant any existing state or local funding of activities that have the same purposes as those of the Act, and to comply with the administrative requirements of the Grant, including those regarding submission of progress and final reports.

### **Recommendation for Funding**

- (a) The merits review panel shall make a funding recommendation for each Application, other than those that were disqualified or denied, based on the following criteria:
  - (1) Amount of available funding.
  - (2) Amount of funding requested.
  - (3) The merits of the Application under the evaluation criteria set forth above.
  - (4) The Department's program, enforcement and research priorities, if any.
  - (5) Indicia of support for the Application from local stakeholders including, for example, tobacco control and prevention programs; public health, health and human services, or environmental health departments; local lead agencies; community or youth organizations; and local elected officials.
  - (6) Indicia of the likely benefits of the scale of operations.
  - (7) Indicia that the funds granted will not be used to Supplant existing state or local funds used for the same purpose.
  - (8) Other factors in accordance with grant program requirements.

- (b) Recommendations of Grant awards, denials, and funding, will be submitted to the Attorney General or designee for final approval.
- (c) Awards, denials and funding decisions by the Attorney General or designee are final and not subject to appeal.

### **Award Notification**

- (a) All applicants shall be notified of disqualification, denial, award, or other decision.
- (b) Notification of award does not authorize commencement of grant activities. Grant activities may not begin until a Grant Agreement between the Recipient and the Department is fully executed.

### **Grant Agreement**

- (a) A written Grant Agreement is required for all Grants in the form of a Memorandum of Understanding.
- (b) The terms of the Grant Agreement include the Request for Proposals, the grant guidelines, and the Grantee Handbook.
- (c) At a minimum, a Grant Agreement will include the following:
  - (1) Name of the Recipient.
  - (2) Name of the Grant manager for the Recipient.
  - (3) Name of the authorizing official for the Recipient.
  - (4) Name of the fiscal or accounting official for the Recipient.
  - (5) A statement indicating assumption of responsibility for performance of the Project(s) in the event a Grant is made.

### **Joint Grant Agreement**

- (a) A written Grant Agreement, in the form of a Memorandum of Understanding, is required for a Grant awarded to more than one local law enforcement agency on the basis of a Joint Application.
- (b) A joint Grant Agreement will include, in addition to the items required for all Grant Agreements, the following:
  - (1) Name of the primary Recipient.
  - (2) Name of each secondary Recipient.
  - (3) The division of funds between each Recipient, if applicable.
  - (4) Name of the Grant manager for the primary Recipient.
  - (5) Name of the official contact for the Grant for each secondary Recipient.
  - (6) Name of the authorizing official for the primary Recipient.
  - (7) Name of the authorizing official for each secondary Recipient.
  - (8) Name of the fiscal or accounting official for the primary Recipient.
  - (9) Approved designation, between the primary and each secondary Recipient, of responsibilities for performance of the Grant.
  - (10) A statement from the primary Recipient indicating assumption of responsibility for performance of the Project(s) in the event a Grant is made.

(11) A statement from each secondary Recipient identifying and acknowledging each responsibility that the secondary Recipient shall assume in the event a Grant is awarded.

### **Prior Approval Required**

Prior written approval by the Department is required for changes to an approved Project, Scope of Work, or budget. Failure to obtain prior written approval may result in the Department pursuing remedies for non-compliance.

### **Access**

- (a) Upon reasonable notice, Recipients shall allow the Department access to the records of the Grant or Project, the Project sites (if applicable), and any employees or contractors who may reasonably have information related to the Grant or Project.
- (b) Upon reasonable notice, Recipients shall allow the Department or designee to accompany the Recipient on Grant-related activities.
- (c) Upon request and within a reasonable notice, Recipients shall provide to the Department or designee requested information and writing relevant to the Grant or Project.

### **Performance Compliance and Responsibility**

- (a) Grants and funding are subject to performance compliance reviews in the form of Site Visits, interviews with Recipients, contractors and other stakeholders, and review of grant reports, progress reports, citations issued, adjudicatory records, Inspection Data, and other writings.
- (b) The Recipient of a Grant is the responsible agency and may not transfer or assign the Grant to another entity without prior written authorization from the Department.
- (c) Any liability arising from Grant-related activities shall be the responsibility of the Recipient. The State of California and the Department disclaim responsibility for any such liability.

### **Financial Compliance**

Grants are subject to a financial compliance review in the form of an Audit, an agreed-upon-procedure, or both.

### **Reports**

Progress reports, final reports, and Inspection Data shall be submitted to the Department in accordance with the reporting requirements set forth in the Grant Agreement.

### **Use of Program Income**

Program income, if any, may be reinvested into the Project for which the Grant was awarded or returned to the Department, or the Department may approve other uses of program income in accordance with the general purposes of the Grant. Program income does not include fines,



penalties, legal costs or attorney's fees collected as a result of enforcement actions by the Recipient.

### **Procurement of Goods or Services**

- (a) The Recipient shall follow its own written procurement policies and procedures when procuring goods or services for activities relating to performance of the Grant, except where directed otherwise by the Department.
- (b) All documents related to the procurement of goods or services shall be maintained by the Recipient for the Records Retention Period and provided to the Department upon request.

### **Use of Contractors**

- (a) Recipients may contract for services, either as set forth in the Grant Agreement or with prior written approval from the Department.
- (b) Contractor services must be for the purpose of achieving the Grant objectives, including but not limited to supporting front-line law enforcement peace officers.
- (c) Recipients are responsible for ensuring that each Contractor complies with Grant requirements, and the Grant Agreement, including, if applicable, collecting and reporting of Inspection Data.
- (d) Contracting out shall not affect the Recipient's overall responsibility for the management of the Project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities for the Grant.
- (e) Recipients shall have a written agreement with each contractor.

### **Administrative Costs**

A Recipient shall not use more than 5 percent of the funds received for Administrative Costs.

### **Program Costs**

Program costs may include the reasonable and necessary cost of Tobacco Products purchased during Grant-related enforcement operations.

### **Records of Tobacco Products**

Recipients shall maintain property records for Tobacco Products purchased or otherwise obtained during the course of performing a Project supported by a Grant, for the Records Retention Period. Recipients shall retain and preserve the Tobacco Products purchased or otherwise obtained during the course of performing a Project supported by a Grant, in accordance with the Recipient's written policies regarding retention, destruction or forfeiture of such items.

### **Travel**

Travel costs are permitted for travel to/from DOJ-sponsored trainings, meetings, seminars, and/or workshops.

### **Meals, Incidentals, Lodging Expenses While Traveling**

Expenses accrued under this section will be allowable for any approved training events listed above (see Travel). Grantees must utilize the travel forms (see Attachment 1) for reporting such expenditures for their Quarterly Report.

### **Equipment Property Records**

Recipients shall maintain property records for Equipment purchased using a Grant, for the Records Retention Period.

### **Records Retention; Access**

Recipients shall maintain records relating to the Application, Grant, Proposal, Grant Agreement, and performance of Projects, for the Records Retention Period.

### **Remedies for Noncompliance**

The Department may take one or more of the following actions for failure by a Recipient to comply with the Act or Grant Agreement terms and conditions:

- (a) Withholding of payments.
- (b) Recovery of funds paid to the Recipient.
- (c) Imposition of additional conditions on the Recipient.
- (d) Termination of the Grant Agreement.
- (e) Disqualification from consideration for future Grants.

### **Closeout**

The Department shall conduct closeout review activities prior to closing out each Grant. Closeout review activities include review of the final report to ensure it is sufficient and complete, verification that any performance issues are resolved, and verification that any Audit or agreed-upon-procedure findings are resolved.

### **Allowable Costs; Reasonable Costs; Allocable Costs**

- (a) Costs must meet the following general criteria to be allowable:
  - (1) Must be reasonable for the performance of the Grant, and allocable to the Grant.
  - (2) Must be accorded consistent treatment. In the event a cost is assigned in one way and another cost incurred for the same purpose in like circumstances was previously allocated in another way, the Recipient shall provide a description of both the current and the prior assignments. The description shall be sufficient for the Department to ascertain whether or not funds have been Supplanted.
  - (3) Must be adequately documented.
  - (4) Must be allowable under, or otherwise comply with, the Act and terms and conditions of the Grant Agreement.
  - (5) Must be in compliance with applicable state and local laws.
- (b) A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the

decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:

- (1) Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the Grant.
  - (2) The requirements of the grant program and the terms and conditions of the Grant Agreement.
  - (3) Market prices for comparable goods or services for the geographic area.
  - (4) Whether the Recipient deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase a cost.
- (c) A cost is allocable to the Grant if the cost is incurred for Grant-related activities.
- (d) Unless otherwise provided for in the Grant Agreement, if a cost is incurred for the performance of Grant-related activities and also for other non-Grant-related activities, and benefits both Grant and non-Grant activities, the proportion that is incurred for the performance of Grant-related activities may be approximated using reasonable and properly documented methods and assigned to the Grant.

## **Appeals**

- (a) Actions that may be appealed include:
- (1) Disqualification of an Application.
  - (2) Imposition of Additional Conditions.
  - (3) Suspension or Termination of a Grant Agreement.
  - (4) Delay of payment.
- (b) Appeals must be in writing, postmarked within 30 calendar days of the date of the notification of the action, and mailed or emailed to the Department at the address provided in the Request for Proposals.
- (c) An appeal shall include:
- (1) A copy of the notification or other communication from the Department.
  - (2) The name of the applicant or Recipient, as applicable.
  - (3) The Grant Agreement, Application or other identification number, if applicable.
  - (4) The title of the Application or Grant Agreement.
  - (5) The reasons the action by the Department should not be imposed, including any documentation to support the appeal.
  - (6) The signature of the authorized representative of the appellant.
- (d) Appeals not postmarked or electronically transmitted in a timely fashion will be denied.
- (e) The action or actions specified in the notification shall remain in effect while the appeal is under review.
- (f) The Department shall issue a decision on the appeal no later than 30 calendar days from the date the appeal is received, unless notice is provided in writing to the appellant that the decision will be issued at a later date.

## **Definitions**

The following definitions apply:

- (1) **Additional Conditions.** Conditions imposed based on past performance or an assessment of the potential risk for non-compliance with grant program requirements or grant agreement terms and conditions by an applicant or recipient.
- (2) **Administrative Costs.** Necessary and reasonable indirect expenses as allowed under the terms and conditions of the Grant Agreement.
- (3) **Administrative Review.** A review of an Application for completeness and eligibility.
- (4) **Allowable costs.** Costs incurred to further the objectives of the Grant that are allowable under the Act, the Grant's terms and conditions, the Request for Proposals, and these regulations. In the event of a conflict, the Grant's terms and conditions will take precedence.
- (5) **Application.** A formal request by a Local Law Enforcement Agency to receive a Grant from the Department pursuant to Revenue and Tax Code Section 30130.57(e)(1).
- (6) **Application Requirements.** The elements of an Application that must be completed and the items which must be included, as set forth in a Request for Proposals.
- (7) **Audit.** A systematic and objective inspection, evaluation, and verification of a Recipient's accounts, financial management systems, and internal controls, conducted in accordance with the Generally Accepted Government Auditing Standards and Revenue and Tax Code, sections 30130.56 and 30130.57, subdivisions (e)(1), (f) & (g), designed to accomplish any one or more of the following: to monitor compliance with the requirements of the grant program and the terms and conditions of the Grant Agreement; to assess the quantity, quality, timeliness and cost of services the Recipient produces and delivers under the terms and conditions of the Grant Agreement; and to assess the performance of any contract entered into by a Recipient relating to a Grant. The same definition applies to each secondary recipient of a Grant under a Joint Application.
- (8) **Audit Finding.** A determination of compliance or non-compliance with the requirements of the grant program or the terms and conditions of the Grant, as a result of an Audit.
- (9) **Closeout.** The process by which the Department determines that all necessary administrative actions and all required Grant activities have been completed by a Recipient, and then closes a Grant.
- (10) **Contractor.** An entity or person, including a consultant, that enters into a contract with a Recipient to perform an activity.
- (11) **Department.** The California Department of Justice.
- (12) **Disqualification.** Removal of an Application from the application process due to one or more bases for disqualification as set forth in this Grantee Handbook or a Request for Proposals.
- (13) **Eligibility Criteria.** The minimum requirements an entity must meet to be eligible to apply for an award under a specific grant program.
- (14) **Eligible.** Possessing the minimum requirements for an entity to submit an Application and receive a Grant.
- (15) **Equipment.** Tangible personal property having a useful life of more than one year and a per-unit acquisition cost of \$1,000 or more.
- (16) **Grant.** An award of financial assistance made to a Recipient, the principal purpose of which is the transfer of funds to carry out a program or project of public benefit authorized and intended by Revenue and Taxation Code, section 30130.57, subdivision

- (e)(1), a Request for Proposals, and the Grant Agreement between the Recipient and the Department.
- (17) Grant Agreement. The final agreement entered into between the Department and a Recipient, or primary Recipient in the case of a Joint Application, which sets forth the terms and conditions of the Grant.
  - (18) Grant Duration. Three years or as otherwise provided by a Request for Proposals or Grant Agreement.
  - (19) Inspection Data. Information regarding inspection or enforcement activity by a Recipient under the terms of the Grant, including but not limited to information about retail violations, citations, communications, surveys and inspections. Inspection Data includes information regarding such activities whether or not a violation was found or a citation issued. A Grant Agreement may contain further information about what constitutes Inspection Data, how it is to be gathered and retained by a Recipient, and how it is to be reported to the Department.
  - (20) Joint Application. A formal request to receive a Grant that is submitted by more than one Local Law Enforcement Agency. A Joint Application includes a primary applicant and at least one secondary applicant.
  - (21) Merits of the Proposal. The relation between the elements of an Application and the Evaluation Criteria as set forth in these regulations and, if applicable, the Request for Proposals.
  - (22) Merits Review. Review of an Application by the Department to evaluate the Merits of the Proposal.
  - (23) Minor: A person who is under the minimum age for sale of Tobacco Products as established by California law.
  - (24) Performance Measure. An indicator used to assess how well a Project is achieving its desired objectives.
  - (25) Project. An undertaking that is planned to conduct activities and achieve stated goals and objectives for which funds were awarded by the Department to a Recipient from the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund.
  - (26) Proposal. A document that contains all necessary information to describe the project plans, objectives, outcomes, Performance Measures, Scope of Work, and budget of a proposed Project.
  - (27) Recipient. A Local Law Enforcement Agency to which a Grant is awarded. A Recipient includes a primary or a secondary Recipient as specified in a Grant Agreement arising from a Joint Application.
  - (28) Records Retention Period. The period of time after the Grant is closed out that a Recipient must maintain records related to the Grant, which is three years.
  - (29) Request for Proposals or RFP. A document requesting Applications, Proposals or submissions, and setting forth the requirements of a specific grant program, including but not limited to the application requirements.
  - (30) Scope of Work. A detailed description of the work to be performed under a Grant. The Scope of Work typically includes a proposed or approved Proposal, and due dates for performance and reporting.
  - (31) Site Visit. A visit to a project, inspection or enforcement activity site, or an alternative site such as a program or headquarters office, to evaluate project progress and monitor compliance with the terms and conditions of the Grant Agreement.

- (32) Supplant. Replace or reduce the amount of funds currently being appropriated for an existing program or activity because Grant funds are available or expected to be available to fund that same program or activity. The effect of supplanting would be to reduce the total amount that would have been available for the purpose stated in the Application or Grant Agreement.
- (33) Suspension. A temporary cessation of a Grant and grant project activities due to noncompliance with grant program requirements or Grant Agreement terms and conditions.
- (34) Termination. The ending of a Grant and grant project activities, in whole or in part, at any time prior to the specified end of the Grant Duration.
- (35) Tobacco Products. The same meaning as in Revenue & Taxation Code, section 30130.50, subdivision (b).
- (36) Unallowable Costs. Costs that are not allowable under the Grant Agreement, the Grantee Handbook, or state law.

**TOBACCO LAW ENFORCEMENT  
GRANT PROGRAM**

**DOJ-PROP56-2017-18-1**

**PROPOSAL COVER SHEET**

**SUBMITTED BY:**

Tulare County Sheriff's Office

Administrative Support Division

Ed Lardner, (559) 802-9462, elardner@co.tulare.ca.us

**Authorized Signatures:**

Mike Boudreaux 5-22-18

Mike Boudreaux      Date

Sheriff-Coroner

## **Tobacco Law Enforcement Grant Program Scope of Work 2017-2018**

### **Summary**

The Tulare County Sheriff's Office (TCSO) is the primary law enforcement agency for the County, with a staff of 877, operating five detention facilities, Courts, patrol, community relations, and other support operations. The Sheriff Command structure is made up of one Undersheriff, two Assistant Sheriff's, and six Captains, who each manage one of the six division's. TCSO operates five patrol substations, operated like a police station for a geographical area. Each is commanded by a Lieutenant, with resident deputies in the mountainous areas. While TCSO partners with many Community Based Organizations (CBO) to provide outreach and education to its residents with formal agreements, MOU's, and grant opportunities such as this one, we also collaborate with other law enforcement agencies on enforcement strategies. Within the County, we have 479 licensed tobacco retailers that minors have access to with the potential to purchase tobacco products.

Our goal is to reach people of all ages using a vehicle based LED mobile video message board (size of a U-Haul) with anti-tobacco video and static Public Service Messages (PSA), by driving it throughout the well travel county roads as well as rural areas that do not have billboards. The PSA's may be locally made using our "Tulare County Youth Council" students. No other LE agency is doing this, we believe this is the future and know that having a mobile LED message board vehicle with local kids in PSA videos will have an impact in our campaign. We will have the LED message board vehicle at events providing PSA information, to include driving around schools before and after school hours. Additionally, we will conduct retail license compliance inspections to obtain voluntary compliance for signage, sales placement, single cigarette sales, undercover operations for enforcement of tobacco regulations, as well as train all TCSO personnel on tobacco laws.

TCSO will attend public events and schools to promote tobacco laws and the dangers of all types of tobacco use, while engaging youth in conversations about the dangers of using tobacco, to include the annual "Anti-Tobacco Challenge Bowl" with our 6<sup>th</sup> graders. Behavior modification items and handouts will be used along with press releases, media interviews, and social media outreach. TCSO understands that having staff in uniform sends a more serious message when talking about laws and health hazards and will balance the personnel needs of the events we participate in with the anticipated audience. We are requesting \$418,523 during this grant period. An estimate for Year-1 (FY 18/19) is \$342,492 (mobile LED message board vehicle, education, and enforcement) and Year-2 (FY 19/20) is \$76,031 (education, and enforcement).

Expected Outcomes:



- Improve the capacity of law enforcement and County Public Health to investigate, prosecute, and hold offenders accountable.
- Create partnerships and information sharing between the youth, schools, law enforcement, and healthcare services on the dangers of tobacco use and criminal enforcement of violators.
- Create trust and cooperation between retailers and agencies to ensure those under the legal age to consume tobacco products do not have access or sold these products, to include JULL, vap's, chew, and single cigarettes.
- Outreach to youth and others on the dangers of tobacco use and long term health issues not only at events but by creating local video PSA visible conversation topics using the mobile message board for parents and kids to talk.
- Measure violations and successful prosecutions as well as attendees at events who are impacted by our anti-tobacco message.

### **Problem Statement**

The Program will be implemented in rural Tulare County (County) with assistance and coordinated activities provided to urban areas. The County is an agricultural region in the San Joaquin Valley, midway between Los Angeles and the San Francisco Bay Area. At 4,824 sq. miles, the County is approximately the size of the State of Connecticut. The area includes eight smaller incorporated cities the County provides services to as needed. Approximately 468,235 residents live in the County with 145,491 living in rural areas and is growing faster than 43 of California's 58 counties.

Although the County's \$6.37 billion dairy and agricultural industry ranked as No. 2 in the entire United States, poverty is pervasive. The County is the 2<sup>nd</sup> poorest in California with 27.2% of residents living in poverty, and one in three residents receives government aid, one of the largest proportion in California. Approximately 34% of County children live in poverty while unemployment has consistently been in double digits. As of March 2018 the County has an unemployment rate of 11%, the highest of all counties within the San Joaquin Valley.

The County's low cost of living is attractive to low or un-skilled workers. Adding to that, agriculture is the largest private employer in the county with farm employment accounting for nearly a quarter of all jobs. Many of these are low paying processing and manufacturing jobs, such as field labor and packing house jobs, which sometimes pay minimum wage. These jobs lure nearly 37,000 farm workers during peak harvest seasons, annually. Census estimates for 2010 reveal 45% of all residents speak a language other than English. Within our current budget, the County does not have the needed funding to purchase the educational vehicle message board to show the dangers of using tobacco products or conduct enforcement of State tobacco laws.

The problem of tobacco product availability and use by youth is pervasive in our community, its long-term health effects are not getting enough attention and youth still seem to obtain tobacco products from various sources. It does not help that Tulare County adults (20.9%) have a higher number of smokers than the California average (12.7%). Media campaigns can be extremely effective in shifting behavior on products or ideas. Campaigns, including the use of our social media, could have a direct influence on how youth view and interact with tobacco products. According to the U.S. Centers for Disease Control (CDC) in 2015, \$8.9 billion was spent on advertising and promotion of cigarettes and smokeless tobacco combined—more than \$24 million every day or \$1 million every hour, while the impact of smoking in Tulare County was \$88.9 million in 2016. We are asking for a small amount of money to combat this campaign. The percentage of stores in low income areas of the County that sell tobacco products is 67.2% compared to 31.2% in California, with 30.2% of stores near schools, and 63.8% of all stores selling some type of cigarette. That comes out to one store for every 290 County youth compared to the average 267 youth State wide.

Youth tobacco use in our County is above average at 15.4% when compared to California's 13.8%. According to the California Department of Public Health, current use of electronic cigarettes (ecigarettes) increased among middle and high school students from 2011 to 2016. About 68% of current and former smokers began by the age of 18, the highest use is in the 18-24 age group, with over 9% using ecigarettes and just over 12% of youth report using ecigarettes in the last 30 days. In 2016, about 3 of every 100 middle school students and nearly 10 of every 100 high school students reported current use of two or more tobacco products in the past 30 days. In 2016, about 7 of every 100 middle school students and about 20 of every 100 high school students reported current use of some type of tobacco product. In 2016 2.2% of middle school and 5.8% of high school students reported current use of smokeless tobacco.

Our problem areas are the very rural and economically disadvantaged communities that have limited governmental interaction and have never had tobacco law inspections or enforcement actions. Some of these areas have employees with limited English speaking abilities and do not appear to be monitored to ensure the employee is following tobacco laws. Our team will start operations at these locations before moving to more populated regions of the County.

### **Project Description**

There is currently no law enforcement tobacco enforcement conducted by any agency in Tulare County, nor has there been for any time in the recent past. With this proposed equipment and staffing model, TCSO will provide law enforcement leadership and will collaborate with the DA, Probation, and Public Health, to enforce tobacco laws, complete comprehensive retail compliance inspections of all 479 retailers, and educate

retailers and youth on tobacco related issues. With the overall goal of diverting youth from using tobacco products, illegal sales, and unlawful marketing. TCSO will not only look at the quantitative measures such as stats but also the qualitative results such as the unexpected/unintended results.

**Goal 1:** Investigate, prosecute, and hold offenders accountable in tobacco related violations.

Objective 1: Respond to and investigate complaints of problematic retailers or others for sales or marketing violations.

Objective 2: Conduct 4 post-enforcement operations targeting licensed retailers that previously violated statutes.

Objective 3: In coordination with Public Health, cite or arrest violators.

**Goal 2:** Proactively enforce tobacco laws targeting those under the legal age for consumption. Press releases will be completed after enforcement operations.

Objective 1: Conduct 4 unlawful "sales of tobacco products on the internet" operations and submit cases for prosecution.

Objective 2: Conduct 24 "shoulder-tap" operations near tobacco retail stores.

Objective 3: Conduct 24 "minor-decoy" operations at tobacco retail stores.

**Goal 3:** Ensure all tobacco sales retailers are following sales guidelines.

Objective 1: Conduct 479 tobacco retailer licensed inspection operations.

Objective 2: Conduct a minimum of 3 retailer education classes focusing on furnishing tobacco products to minors.

Objective 3: Conduct 10 tobacco law roll call training sessions for Probation and Deputies.

**Goal 4:** Identify and coordinate activities on issues involving tobacco product use.

Objective 1: Join the active Tulare County Tobacco-Free Coalition to identify and address local tobacco-related issues and needs assessment.

**Goal 5:** Outreach to the community on the dangers of tobacco use and legalities.

Objective 1: Attend County Office of Education and Public Health school events or assemblies, community events, health fairs, or other venues providing literature, conversation, and behavior modification items on preventing underage tobacco use and the dangers of using any tobacco related product.

Objective 2: Bring the mobile message board to all events with local PSA public health videos or other information related to tobacco use to educate and converse.

Objective 3: Provide staff to periodically drive the mobile message board on highly traveled roads as well as rural country roads where billboards are not present, promoting local and state PSA anti-tobacco information.

## **Project Personnel**

TCSO has repeatedly demonstrated its capability to strictly adhere to all grant guidelines and the financial and programmatic requirements of grant programs. TCSO closely follows all applicable guidelines governing expenditure, monitoring, and reporting, and has consistently passed all audits required by grant programs. TCSO has successfully operated several grant programs funded by the State and Federal Governments, having successful audits and progress report submissions. The grant goals and objectives consisting of two prongs, education and enforcement, will be overseen by a Captain who manages our Patrol Division. The Captain will manage budgets and records, complete press releases and evaluations, monitor program time frames, goals and objectives, collaborate with involved agencies, while ensuring the DA and Probation Departments support the program.

Education opportunities, event participation, and mobile message board use will be coordinated by our agencies Employee Public Relations Unit (EPRU), managed by a seasoned Lieutenant with assigned sworn and non-sworn support staff. The EPRU Sergeant will supervise the day-to-day outreach portion of our program, reaching out to schools, business organizations, community based organizations, and other anti-tobacco support agencies, coordinate scheduling, and assign personnel as needed.

Enforcement operations will include tobacco law training at patrol roll calls, shoulder tap and decoy operations as well as collaborating with the County Public Health Tobacco licensed retail sales inspector to conduct inspections of all 479 licensed sales sites in the County. Management of enforcement operations will be overseen by a substation commander (Lieutenant) and a sergeant will supervise the day-to-day operations of the two deputies conducting inspections and enforcement, with a goal of voluntary compliance with tobacco laws. Both Lieutenants and Captain will meet with the DA, Probation, County Public Health personnel, and CBO's throughout the grant period to determine what is working, any problem or complaint driven locations that need additional scrutiny, cases sent for adjudication and strategies for enforcement and successful prosecution, and to coordinate activities. Additionally, we will continuously evaluate how we can sustain this relationship in the future to divert youth from future tobacco product use.

## **Budget**

We are applying for funding to purchase one vehicle based LED PSA message board and overtime to conduct enforcement and compliance inspection operations, as well as attending educational community health and welfare events, see attached Budget Detail worksheet. We are requesting \$418,523 during this grant period, year-1 (FY 18/19) is \$342,492 and year-2 (FY 19/20) is \$76,031. We have no additional funding to contribute at this time.

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

**ATTACHMENT 1**

Prop 56 Grant Budget for Tulare County Sheriff's Department

Costs Per Fiscal Year (July 1 - June 30)

<b>A. Personal Services</b>				
<b>Salaries</b>				
Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
None		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ -	\$ -
<b>Overtime</b>				
Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Deputy II, Step 5	1,665 man hours @ OT rate \$50.37 per hour / 2 years	\$ -	\$ 41,933	\$ 41,933
Sergeant, Step 5	444 man hours @ OT rate \$62.96 per hour / 2 years	\$ -	\$ 13,977	\$ 13,977
Office Assistant III, Step 5	576 man hours @ OT rate 25.14 per hour / 2 years	\$ -	\$ 7,240	\$ 7,240
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ 63,150	\$ 63,150
<b>Benefits</b>				
Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Deputy II, Step 5	Social Security \$41,933 x .0765 per year	\$ -	\$ 3,208	\$ 3,208
Sergeant, Step 5	Social Security \$13,977 x .0765 per year	\$ -	\$ 1,069	\$ 1,069
Office Assistant III, Step 5	Social Security \$7,240 x .0765 per year	\$ -	\$ 554	\$ 554
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ 4,831	\$ 4,831
<b>TOTAL PERSONAL SERVICES</b>		\$ -	\$ 67,981	\$ 67,981

<b>B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)</b>				
Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Buy Money	\$100 / 2 = \$50 per year	\$ -	\$ 50	\$ 50
Literature Printing	\$10,000 / 2 = \$5,000 per year	\$ -	\$ 5,000	\$ 5,000
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ 5,050	\$ 5,050

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

**C. Equipment (tangible items with a per-unit cost of \$5,000 or more)**

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Mobile Message Board		\$ -	\$ 20,000	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ 20,000	\$ -

**D. Travel Expenses/Registration Fees\***

Description and Destination	Computation	FY 2017-18	FY 2018-19	FY 2019-20
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Registration - Full Conference Early Bird 1 person	\$ -	\$ 530	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Hotel - 1 person for 5 nights \$275 per night with occupancy tax 14.5% \$39.88 per night for 5 nights	\$ -	\$ 1,575	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Parking - \$40 per day for five days	\$ -	\$ 200	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Per Diem for 1 person - first and last day at \$44.25 x 2 = \$88.50, 2nd, 3rd and 4th day at \$59 x 3 = \$177	\$ -	\$ 266	\$ -
*For DQT-sponsored events only. Travel will only be reimbursed under the current state rat TOTAL		\$ -	\$ 2,571	\$ -

**E. Other Expenses**

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Easy Up with Logo	2 at \$600 each	\$ -	\$ 1,200	\$ -
Folding Tables	2 at \$150 each	\$ -	\$ 300	\$ -
Trade Show Table Clothes	2 at \$250 each	\$ -	\$ 500	\$ -
Behavior Modification Items - TBD	\$5,000 / 2 = \$2,500 per yr	\$ -	\$ 2,500	\$ 2,500
Booth Fee for Events	\$1,000 / x = \$500 per year	\$ -	\$ 500	\$ 500
<b>TOTAL</b>		\$ -	\$ 5,000	\$ 3,000

**F. Administrative Costs\***

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Non e		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ -	\$ -

\*Administrative costs may not exceed 5% of the total budget.

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

<b>SUMMARY</b>				
<b>Budget Category</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>Total Request</b>
<b>A. Personal Services</b>	\$ -	\$ 67,981	\$ 67,981	\$ 135,963
<b>B. Operating Expenses</b>	\$ -	\$ 5,050	\$ 5,050	\$ 10,100
<b>C. Equipment</b>	\$ -	\$ 20,000	\$ -	\$ 20,000
<b>D. Travel/Registration</b>	\$ -	\$ 2,571	\$ -	\$ 2,571
<b>E. Other Expenses</b>	\$ -	\$ 5,000	\$ 3,000	\$ 8,000
<b>F. Administrative Costs</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PROJECT COSTS</b>	\$ -	\$ 100,802	\$ 76,031	\$ 176,634

**AUD-308 - Budget Adjustment Form**

10:16 AM

08/07/18		2/19	2019
Date	Document ID Number	Accounting Period	Budget Fiscal Year
Sheriff's Office		Terrie Saenz (CRL)	802-9450
Agency Name		Contact Person	Phone
			Extension

Action** A,C,D	Fund	Dept	Appr #				<u>LEVEL 1 Finish Here</u>	Current Amount	Revised Amount	Inc / Dec Amt
C	001	240	240CAP					-	20,000	20,000
C	001	240	240SBEN					78,240,639	78,308,620	67,981
C	001	240	240SSUP					9,207,163	9,219,784	12,621
										-
										-
										-
										-
										-
<b>Appropriations Total</b>							<i>Need Not Equal Zero</i>	<b>87,447,802</b>	<b>87,548,404</b>	<b>100,602</b>

Action** A,C,D	Fund	Dept	Appr #	Unit	Object	Rev	<u>LEVEL 2 Start Here</u>	Current Amt	Revised Amount	Inc / Dec Amt
A	001	240		2757		5054		-	100,602	(100,602)
A	001	240	240CAP	2757	8307			-	20,000	20,000
A	001	240	240SBEN	2757	6002			-	63,150	63,150
A	001	240	240SBEN	2757	6012			-	4,831	4,831
A	001	240	240SSUP	2757	7066			-	10,000	10,000
A	001	240	240SSUP	2757	7067			-	50	50
A	001	240	240SSUP	2757	7073			-	2,571	2,571
										-
										-
										-
										-
										-
										-
										-
<b>Line Total</b>							<i>Must Equal Zero</i>	<b>\$ -</b>	<b>\$ 201,204</b>	<b>\$ -</b>

Reason for Adjustment (To Avoid Correspondence, State Reason in Detail)

To record revenue and expenditures for the California Department of Justice Tobacco Law Enforcement Grant Award DOJ-PROP56-2017-18-2-040 for FY 18/19. There is no net county cost.

  
 \_\_\_\_\_  
 Affected Dept Head Signature

\_\_\_\_\_  
 Other Affected Dept Head Signature

Checked By: \_\_\_\_\_  
 County Executive Office Action: No. \_\_\_\_\_ Date: \_\_\_\_\_  
 ( ) Approved ( ) Disapproved

By: \_\_\_\_\_  
 Board of Supervisors Action: No. \_\_\_\_\_ Date: \_\_\_\_\_

Entered By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Distribution: 1: BOS/CAO/Auditor

**\*\* Action Codes: A=Add, C=Change, D=Deactivate**  
 \* Whenever a 93XX account budget is adjusted, a corresponding 94XX account budget must be adjusted in the billing agency, except for ISFs  
 \* Whenever a 95XX account budget is adjusted, a corresponding 96XX account budget must be adjusted in the billing agency, and vice versa  
 \* Whenever a 97XX account budget is adjusted, a corresponding 98XX account budget must be adjusted in the billing agency, and vice versa



**TOBACCO LAW ENFORCEMENT GRANT  
PROGRAM**

**2017-2018**

**REQUEST FOR PROPOSALS**

**DOJ-PROP56-2017-18-2**



**XAVIER BECERRA**  
*Attorney General*

**OFFICE OF THE ATTORNEY GENERAL**

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## I. GENERAL INFORMATION

### A. Introduction

This Request for Proposals (RFP) relates to the Tobacco Litigation Grant Program and furnishes grant applicants with the following:

- Procedures for preparing grant proposals
- Sample budget form
- Proposal Cover Sheet template

Once an RFP is issued, staff in the Department of Justice (DOJ) may answer technical questions about the RFP and Grantee Handbook, but may not assist applicants with the preparation of their proposals. Individuals who will serve on the DOJ merits review panel shall be insulated so that they do not promote the grant program or comment on it to any applicant or potential applicant, or respond to questions about the RFP or Grantee Handbook asked by any applicant or potential applicant.

Applicants selected for funding must retain a copy of this RFP and the Grantee Handbook as these materials are the requirements for the entire grant award period.

Information must be provided as directed. This includes following all instructions, using specific formats and providing requested information. Failure to provide the required information or to provide the information in the manner directed may disqualify the proposal or result in a lower rating.

Questions regarding this grant can be directed to:

Shannon Patterson, Program Manager  
California Department of Justice  
1300 I Street, Suite 1140  
Sacramento, CA 95814  
(916) 210-7418  
[TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov)

**B. Submission of Proposals**

***THE FINAL DEADLINE FOR RECEIPT OF ALL PROPOSALS IS:***

**DATE: MAY 25, 2018**

**TIME: 5:00 p.m.**

**Mail or deliver proposals in an envelope to:**

**California Department of Justice  
Division of Law Enforcement  
Attn: Shannon Patterson  
1300 I Street, Suite 1140  
Sacramento, CA 95814**

All proposals are time stamped upon receipt by the DOJ. Proposals received after the deadline will not be eligible for consideration. It is the responsibility of the applicant to ensure that the proposal is received by the DOJ by the specified deadline. DOJ will not be responsible for late delivery of a proposal due to mistakes or delays of the applicant or the carrier used by the applicant. A postmark is not sufficient. DOJ will not accept electronic documents, such as facsimiles or e-mails of the proposals.

DOJ will not notify applicants regarding omissions or accept any late additions to the proposals. All proposals will be rated solely on the timely-submitted content.

All grant applicants must strictly adhere to the following:

- Each proposal must be completed by the applicant in its entirety.
- Proposals must be typed or computer generated. Typed characters must be no smaller than the equivalent of 12 point font. Page size must not exceed standard 8 ½ x 11 inch paper.
- Five (5) copies of the proposal must be submitted; one (1) with original signatures plus four (4) copies.
- The original and each copy of the proposal must be assembled separately from the other copies and individually fastened in the upper left-hand corner.

**If the applicant does not adhere to the items listed above, the DOJ may disqualify the proposal.**

**C. Funding Duration**

Agencies selected for funding will be funded for up to 25 months. This grant period will begin on June 1, 2018 and will end on June 30, 2020.

**D. Resolution from Governing Body**

Applicants selected for funding must provide a resolution of the applicant's governing body authorizing the applicant to enter into a contract with the State and identifying the person authorized to execute the contract for the applicant. The resolution should expressly authorize future amendments, if any, for the purpose of increasing funding provided in the original contract, without an additional resolution from the governing body. Applicants selected for funding will be required to submit an original or a certified copy of the resolution.

**Once notified of selection, the successful applicant should promptly request the resolution to avoid funding delays.**

**E. Proposal Components**

The original and each copy of the proposal must contain the following **required** components in the order listed below:

- Proposal Cover Sheet (Template is included and required for submission.)
- Scope of Work
- Budget Detail (Template is included and required for submission.)

Failure to include all information will result in the rejection of the proposal. DOJ will not advise applicants that their proposal is incomplete prior to its rejection.

**F. Eligibility Criteria**

In accordance with the State Budget Act and Proposition 56, any local government or local government agency within the State of California that has authority to enforce tobacco-related state laws or local ordinances, is eligible to receive funds. This includes agencies that support programs that enforce state and local laws related to the illegal sale and marketing of tobacco products to minors, investigate those activities, or conduct compliance checks to reduce illegal sales of tobacco products to minors.

**G. Evaluation Criteria**

In accordance with Proposition 56, funds will be awarded to applicants that demonstrate capacity to support and hire law enforcement officers for programs that include, but are not limited to, enforcing state laws and local ordinances relating to illegal sales of tobacco products to minors, marketing of tobacco products to minors,

increasing investigative activities and compliance checks to reduce illegal sales of tobacco products to minors and youth.

## **II. PREPARING PROPOSALS**

### **A. General**

When completed, the following documents become the proposal to be submitted to DOJ for consideration: Proposal Cover Sheet, Scope of Work, and Budget Detail.

### **B. Proposal Cover Sheet**

The Proposal Cover Sheet is the cover page for the proposal and must contain signatures of those authorized to submit a grant application on behalf of the requesting agency. The Proposal Cover Sheet must also include the name, signature and contact information of the grant contact person(s). A sample Proposal Cover Sheet is provided under Appendix A.

A Memorandum of Understanding (MOU) will be provided to applicants that are selected for funding. The MOU is the agreement between the applicant and the DOJ. The official signing the MOU for the grantee must be the official authorized to sign the contract and designated by title in the resolution of the applicant's governing body, which will also be required if the applicant is selected for funding.

### **C. Scope of Work**

The Scope of Work is the main body of information which describes the applicant's proposed use of funding and the plan to address a community's problems/issues through appropriate and achievable objectives and activities. The Scope of Work should be a detailed description of the project, explaining how it is designed, how it will be implemented, who will be involved, and what results are expected.

The Scope of Work must be no more than five (5) typewritten pages. Do not reduce standard 12-point font or standard paper size of 8 1/2" by 11". Reduction in print or paper size will be considered a violation of mandatory criteria and the proposal will be disqualified. When preparing the proposal, follow the format below and address each of the following five areas.

#### **i. Summary**

- a.** Agency Description – Describe your agency, including size, structure, staffing, demographics of jurisdiction, and number of licensed tobacco retailers in your agency's jurisdiction.
- b.** Funding Requested – Dollar amount requested. The Proposal should include a breakdown of funds requested by fiscal year.
- c.** Goals and Objectives – List the goals and objectives of your project.
- d.** Measureable outcomes – Describe your agency's anticipated method or methods to measure the success achieved through the use of these grant funds.

**ii. Problem Statement – Describe the issues or problems to be addressed with grant funds.**

- a. Clearly identify the geographic area to be served, any specific problem locations, the issues to be addressed, and any known factors that may be contributing to the problem.

**iii. Project Description – What are the goals and objectives of the proposed project?**

- a. Describe in detail the goals and objectives you wish to accomplish during the grant period.
- b. Objectives should be measurable, concise, deal with a specific item, and be realistic with a reasonable probability of achievement. (Please see Appendix B for sample goals and objectives.)

**iv. Project Personnel – Describe the staffing required to carry out the grant objectives as supported by the proposed budget.**

- a. Include the number of personnel, titles, and current duties and proposed duties of each proposed existing staff member.
  - i. If hiring new personnel, your budget projections should reflect the approximate hiring date of any new personnel funded by this grant.
- b. Include unit/division that will be responsible for the grant.

**v. Budget**

**a. Budget Detail**

A sample budget is attached under Appendix B. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of the project. The budget must be detailed and cover the entire grant period.

**b. Other Funding Sources**

Describe other funds that your agency will contribute towards the success of this project, if any.

**III. SELECTION OF PROPOSALS FOR FUNDING**

**A. Administrative Review**

All submissions will be reviewed by a grant administrator to ensure that all requirements are met under Sections I and II. This administrative review will render a pass/fail score.

**B. Merit Review**

All grant applications that pass the administrative review will move forward to the Merit Review. The Merit Review committee will be comprised of a DOJ-appointed selection committee to read, evaluate, and rate all proposals that pass administrative review.

**C. Selection**

The Merit Review committee will submit recommendations for funding to the Attorney General or his designee for final selection.



#### **IV. PROCESSING GRANT AWARDS**

##### **A. Notification of Grant Award**

- i.** The following are the steps the DOJ will take in processing grant proposals and awards:
  - a.** DOJ receives proposals.
  - b.** DOJ performs administrative review.
  - c.** Merit Review Committee reads and evaluates proposals.
  - d.** Merit Review Committee submits recommendations to the Attorney General (or his designee) for proposals to be funded and for the amount of funding to be provided.
  - e.** Attorney General (or his designee) makes final funding decisions.
  - f.** DOJ sends selection notification letter to all applicants, successful and unsuccessful.
  - g.** DOJ sends Memorandum of Understanding to successful grant applicants for signature and applicants execute and return the MOU to DOJ, with the required resolution of the governing body.
  - h.** DOJ reviews completed MOUs from awarded agencies and signs completed forms.
  - i.** DOJ sends fully executed copy to applicant and instructs the State Controller's Office to distribute funds for the current fiscal year.

## V. SAMPLE GOALS AND OBJECTIVES

DOJ provides the following sample goals and objectives to help guide applicants and give ideas upon which to build. Applicants may incorporate those that will help solve local problems. DOJ encourages applicants to develop their own strategies to address these problems.

Identify and target problematic retailers of tobacco products.

Conduct \_\_\_\_\_ tobacco-related enforcement operations targeting licensed retailers.

Conduct \_\_\_\_\_ post-enforcement operations targeting licensed retailers that previously violated statutes or ordinances.

Conduct \_\_\_\_\_ tobacco-related enforcement operations targeting locations where minors are likely to be present, e.g., playgrounds, youth sports events, baseball stadiums, school and college campuses, public transit systems, vehicles with a child present, etc.

Survey and conduct \_\_\_\_\_ enforcement operations targeting hookah bars and lounges, particularly relating to sale or service to minors or in areas near college campuses.

Conduct \_\_\_\_\_ "shoulder tap" or other operations involving the furnishing of tobacco products to minors from non-commercial sources.

Conduct \_\_\_\_\_ local tobacco retail license inspection operations.

Conduct \_\_\_\_\_ operations involving the sale of single cigarettes ("loosies").

Conduct \_\_\_\_\_ operations involving the sale of tobacco products in violation of local ordinances, e.g., flavored products, minimum pack size, coupons, samples, etc.

Conduct \_\_\_\_\_ retailer education classes focusing on furnishing tobacco products to minors.

Install \_\_\_\_\_ signs regarding tobacco-related regulations, e.g., no smoking signs in parks.

Hire \_\_\_\_\_ school resource officers with responsibilities and training for tobacco-related enforcement and outreach.

Install \_\_\_\_\_ vapor and smoke detection devices in school bathrooms.

Prepare a written evaluation of the agency's existing system of recording and utilizing reports regarding compliance, citations, warnings, convictions, suspensions, appeals and/or dismissals of tobacco-related inspections or offenses, and implement improvements.

Increase communication and involvement with students and youth by meeting with student and youth organizations, schools and/or colleges \_\_\_\_\_ times.

Provide roll call training on tobacco-related issues for all sworn personnel on a regular basis.

Prosecute \_\_\_\_\_ tobacco-related violations.

Conduct and prosecute \_\_\_\_\_ unlawful sales of tobacco products on the internet.

Develop and implement a retailer diversion program for tobacco-related violations.

Develop and implement a multi-agency task force, a multi-jurisdiction task force, a community task force, or a multi-issue task force, to identify and address local tobacco-related issues.

The patterns of use of tobacco products in California are increasingly uneven, e.g., smoking rates vary widely depending on age, race, national origin, education, income, sexual identification, region, etc. There are also variations in the use of different types of products, e.g., cigarettes, e-cigarettes, tank systems, cigarillos, chew, flavored products, products containing tobacco together with other substances, etc. DOJ encourages applicants to consider strategies that reduce illegal sales and marketing of all tobacco products to minors, and that take into account these social and product variations as they exist locally.

## **VI. FAQs ABOUT DOJ'S TOBACCO LAW ENFORCEMENT GRANTS**

*Is it worthwhile for a small agency in a small city to apply for these funds?*

Yes! Look at the examples of the grants DOJ previously awarded – they are from all over the state and include many small cities and rural counties. Also, 97% of the applicants received full or close to full funding.

*This program looks like it is only for police or sheriffs. Can a code enforcement agency, or an environmental health department, apply?*

Every police and sheriff's department is eligible to apply, but those are not the only eligible agencies. If an agency enforces a local ordinance or state law relating to tobacco, e.g., inspects tobacco retail licenses or enforces the rule against possession of vape products on school grounds, it is probably eligible. If a city, county or educational institution has a law enforcement branch or function, it is probably eligible.

*DOJ should offer these funds for alcohol, opioids, cannabis or any number of other issues that are big problems. But not for cigarettes, hardly any kids smoke cigarettes any more.*

Actually, tobacco remains our most serious public health issue. Further, tobacco use often tracks other issues that are of great concern. For example, the prevalence of tobacco use by people with mental health problems is much higher than among the population as a whole, and stores that are associated with neighborhood blight often sell tobacco. So addressing tobacco can help address other problems. Also, California defines "tobacco products" much more broadly than just cigarettes – they include vape pens, flavored cigars and cigarillos, blunts, etc.

*It is difficult for a small jurisdiction to conduct effective minor decoy operations. Does this program fund other types of enforcement?*

Yes! Funds are available for many different types of activities, not only for undercover buy operations. Also, combined applications and applications with subcontracts are allowed, e.g., several adjoining rural counties could collaborate on joint operations using shared enforcement personnel and a local community group. There are many options.

*Kids get tobacco from friends, or siblings, or the internet. How does doing more undercover buys at retailers address that reality?*

Minors get tobacco products from many sources. DOJ seeks to fund a wide range of enforcement activities – not only undercover buys. Other activities might include undercover shoulder tap operations at youth-oriented events or outside tobacco retailers, undercover internet buys and prosecutions, school-based operations to gain a better understanding of the sources of tobacco products in the community, outreach by school resource officers, and media campaigns.

*If a community already has a robust retailer inspection and retailer education program, will DOJ fund other activities?*

Prop. 56 provides funding to support local law enforcement officers in programs that include, but are not limited to, enforcing state and local laws relating to tobacco. Thus, if other activities will support enforcement in the community, those activities may be eligible – ranging from paying for posters on bus benches on routes taken by young people, to erecting no smoking signs at parks and playgrounds, to developing a retailer diversion program. The DOJ grant program gives fiscal support to local agencies to pursue activities that will produce results in their communities.

## **VII. EXAMPLES OF PRIOR DOJ TOBACCO LOCAL LAW ENFORCEMENT GRANT AWARDS**

**The following examples provide information as to how grant funds may be used by local government entities. They are only examples and neither reflect the only types of activities that are eligible for funding nor those that are specially favored by DOJ. If you have questions about applying for grant funds, please contact [tobaccogrants@doj.ca.gov](mailto:tobaccogrants@doj.ca.gov).**

The City of A is located in a rural county far from the population centers of the state. It has about 3,000 residents. The City demonstrated in its application that adult smoking prevalence among its citizens was considerably higher than the statewide level. The City proposed to bring all city businesses into compliance with its new tobacco ordinance, through community and retailer outreach and education programs, a retailer diversion program, police training, a media campaign, and other activities. The City sought and received over \$200,000, a large part of which was to hire an additional code enforcement officer.

The County of B stretches from the valley into the mountains. DOJ awarded the Sheriff's Office a grant of over \$400,000 to be used for a wide range of activities, including to hire an additional School Resource Officer to focus on tobacco issues, install air quality detection devices in school bathrooms to alert the School Resource Officer to vaping, increase undercover buys and retailer license inspections, conduct shoulder tap operations at youth-oriented events to detect non-commercial providers to minors, enforce existing tobacco laws including store signage restrictions, educate retailers, install signs in parks and schools, and collaborate regularly with the county public health department. The agency justified its application by referring to surveys showing, among other things, that the percentage of youth using tobacco products in the county was considerably higher than the statewide level and that the percentage of stores selling chewing tobacco was much higher than across the state.

The City Attorney of C requested funds for an extensive, multi-agency expansion of its efforts to decrease adolescent access to tobacco products. This large city received over \$4.25 million, the bulk of which will support employment of additional city attorneys, officers and support personnel. The proposed new activities include additional minor decoy operations, additional retailer inspections to ensure compliance with the city's tobacco retail license, searches for unstamped tobacco products, investigations and enforcement against problem hookah lounges, officer training, retailer education, anti-tobacco outreach presentations at schools, and development of a bilingual media campaign (social media, bus benches, etc.)

The City of D has a very diverse population of about 30,000 and is part of a much larger metropolitan area. The City's Police Department asked for and received \$200,000. The city explained that it had already identified ten most serious offending tobacco and alcohol retailers for priority enforcement. These locations are also associated with narcotics trafficking, loitering and other public concerns. The Prop. 56 funds will be used to conduct minor decoy, shoulder tap and general enforcement operations with a focus on the problem stores. Other activities include retailer education classes and school classes given by school resource officers.

**TOBACCO LAW ENFORCEMENT GRANTS**  
**2017-2018**  
**GRANTEE HANDBOOK**



**XAVIER BECERRA**  
*Attorney General*  
**OFFICE OF THE ATTORNEY GENERAL**

**HANDBOOK FOR GRANTS MADE BY THE DEPARTMENT OF JUSTICE TO  
LOCAL LAW ENFORCEMENT AGENCIES UNDER PROPOSITION 56, THE  
HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT OF 2016  
(THE ACT)**

*All items contained in this handbook are subject to change.*

**Eligibility**

In accordance with the State Budget Act and Proposition 56, only local law enforcement agencies within the State of California are eligible to receive funds. Local agencies with enforcement authority for tobacco-related state laws or local ordinances may apply, specifically including those that enforce state and local laws related to the illegal sales and marketing of tobacco products to minors, and those that perform investigative activities and compliance checks to reduce illegal sales of tobacco products to minors and youth.

**Applications**

An Eligible Local Law Enforcement Agency may submit one or more Applications.

An Eligible Local Law Enforcement Agency may submit one or more Joint Applications.

An Eligible Local Law Enforcement Agency may submit one or more Applications and one or more Joint Applications.

**Joint Applications**

A Joint Application shall include, in addition to other requirements set forth in the Request for Proposals, the following information:

- (1) Complete identification of all entities that are jointly applying for the Grant.
- (2) A designation of the primary applicant and of all secondary applicants.
- (3) A statement from the primary applicant indicating that the primary applicant agrees to assume responsibility for performance of the Projects in the event a Grant is made.
- (4) A statement from each secondary applicant identifying and acknowledging each responsibility that the secondary applicant shall assume in the event a Grant is made to the primary applicant.
- (5) A statement setting forth the benefits and disadvantages reasonably likely to arise from joint, as distinct from separate, performance of the Project.
- (6) A statement indicating whether any primary or secondary applicant is also submitting a separate Application or is a primary or secondary applicant in any other Joint Application, and briefly identifying such application(s).

**Competitive Process**

All Grants will be made on a competitive basis, unless otherwise specified in the Request for Proposals.

### **Administrative Review**

- (a) Applications will undergo an Administrative Review by the Department to determine whether Application Requirements are satisfied, including but not limited to those of timeliness and completeness of the Application and of eligibility of the applicant, as set forth in the Request for Proposals and the Act.
- (b) Applications not meeting Application Requirements, and Applications received from ineligible entities, will be disqualified.
- (c) An applicant may appeal disqualification of its Application.
- (c) Applications received from applicants that meet the Eligibility Criteria and the Application Requirements will undergo a Merits Review.

### **Merits Review**

- (a) Applications that satisfy the Administrative Review shall be reviewed by a merits review panel according to evaluation criteria set forth here and in the Request for Proposals.
- (b) The merits review panel shall provide its recommendations as to approval or denial of Applications, and as to the amount of funding for successful Applications, to the Attorney General and/or his delegate.

### **Evaluation Criteria for Merits Review**

The Department shall award or deny Grants and funds based on an assessment as to the extent to which: (a) applicants and Projects proposed in Applications satisfy the criteria set forth in the Request for Proposals, and (b) the applicants show capacity to perform the proposed Projects, to comply with the Act's requirement to refrain from using Grant funds to Supplant any existing state or local funding of activities that have the same purposes as those of the Act, and to comply with the administrative requirements of the Grant, including those regarding submission of progress and final reports.

### **Recommendation for Funding**

- (a) The merits review panel shall make a funding recommendation for each Application, other than those that were disqualified or denied, based on the following criteria:
  - (1) Amount of available funding.
  - (2) Amount of funding requested.
  - (3) The merits of the Application under the evaluation criteria set forth above.
  - (4) The Department's program, enforcement and research priorities, if any.
  - (5) Indicia of support for the Application from local stakeholders including, for example, tobacco control and prevention programs; public health, health and human services, or environmental health departments; local lead agencies; community or youth organizations; and local elected officials.
  - (6) Indicia of the likely benefits of the scale of operations.
  - (7) Indicia that the funds granted will not be used to Supplant existing state or local funds used for the same purpose.
  - (8) Other factors in accordance with grant program requirements.



- (b) Recommendations of Grant awards, denials, and funding, will be submitted to the Attorney General or designee for final approval.
- (c) Awards, denials and funding decisions by the Attorney General or designee are final and not subject to appeal.

### **Award Notification**

- (a) All applicants shall be notified of disqualification, denial, award, or other decision.
- (b) Notification of award does not authorize commencement of grant activities. Grant activities may not begin until a Grant Agreement between the Recipient and the Department is fully executed.

### **Grant Agreement**

- (a) A written Grant Agreement is required for all Grants in the form of a Memorandum of Understanding.
- (b) The terms of the Grant Agreement include the Request for Proposals, the grant guidelines, and the Grantee Handbook.
- (c) At a minimum, a Grant Agreement will include the following:
  - (1) Name of the Recipient.
  - (2) Name of the Grant manager for the Recipient.
  - (3) Name of the authorizing official for the Recipient.
  - (4) Name of the fiscal or accounting official for the Recipient.
  - (5) A statement indicating assumption of responsibility for performance of the Project(s) in the event a Grant is made.

### **Joint Grant Agreement**

- (a) A written Grant Agreement, in the form of a Memorandum of Understanding, is required for a Grant awarded to more than one local law enforcement agency on the basis of a Joint Application.
- (b) A joint Grant Agreement will include, in addition to the items required for all Grant Agreements, the following:
  - (1) Name of the primary Recipient.
  - (2) Name of each secondary Recipient.
  - (3) The division of funds between each Recipient, if applicable.
  - (4) Name of the Grant manager for the primary Recipient.
  - (5) Name of the official contact for the Grant for each secondary Recipient.
  - (6) Name of the authorizing official for the primary Recipient.
  - (7) Name of the authorizing official for each secondary Recipient.
  - (8) Name of the fiscal or accounting official for the primary Recipient.
  - (9) Approved designation, between the primary and each secondary Recipient, of responsibilities for performance of the Grant.
  - (10) A statement from the primary Recipient indicating assumption of responsibility for performance of the Project(s) in the event a Grant is made.

(11) A statement from each secondary Recipient identifying and acknowledging each responsibility that the secondary Recipient shall assume in the event a Grant is awarded.

### **Prior Approval Required**

Prior written approval by the Department is required for changes to an approved Project, Scope of Work, or budget. Failure to obtain prior written approval may result in the Department pursuing remedies for non-compliance.

### **Access**

- (a) Upon reasonable notice, Recipients shall allow the Department access to the records of the Grant or Project, the Project sites (if applicable), and any employees or contractors who may reasonably have information related to the Grant or Project.
- (b) Upon reasonable notice, Recipients shall allow the Department or designee to accompany the Recipient on Grant-related activities.
- (c) Upon request and within a reasonable notice, Recipients shall provide to the Department or designee requested information and writing relevant to the Grant or Project.

### **Performance Compliance and Responsibility**

- (a) Grants and funding are subject to performance compliance reviews in the form of Site Visits, interviews with Recipients, contractors and other stakeholders, and review of grant reports, progress reports, citations issued, adjudicatory records, Inspection Data, and other writings.
- (b) The Recipient of a Grant is the responsible agency and may not transfer or assign the Grant to another entity without prior written authorization from the Department.
- (c) Any liability arising from Grant-related activities shall be the responsibility of the Recipient. The State of California and the Department disclaim responsibility for any such liability.

### **Financial Compliance**

Grants are subject to a financial compliance review in the form of an Audit, an agreed-upon-procedure, or both.

### **Reports**

Progress reports, final reports, and Inspection Data shall be submitted to the Department in accordance with the reporting requirements set forth in the Grant Agreement.

### **Use of Program Income**

Program income, if any, may be reinvested into the Project for which the Grant was awarded or returned to the Department, or the Department may approve other uses of program income in accordance with the general purposes of the Grant. Program income does not include fines,

penalties, legal costs or attorney's fees collected as a result of enforcement actions by the Recipient.

### **Procurement of Goods or Services**

- (a) The Recipient shall follow its own written procurement policies and procedures when procuring goods or services for activities relating to performance of the Grant, except where directed otherwise by the Department.
- (b) All documents related to the procurement of goods or services shall be maintained by the Recipient for the Records Retention Period and provided to the Department upon request.

### **Use of Contractors**

- (a) Recipients may contract for services, either as set forth in the Grant Agreement or with prior written approval from the Department.
- (b) Contractor services must be for the purpose of achieving the Grant objectives, including but not limited to supporting front-line law enforcement peace officers.
- (c) Recipients are responsible for ensuring that each Contractor complies with Grant requirements, and the Grant Agreement, including, if applicable, collecting and reporting of Inspection Data.
- (d) Contracting out shall not affect the Recipient's overall responsibility for the management of the Project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities for the Grant.
- (e) Recipients shall have a written agreement with each contractor.

### **Administrative Costs**

A Recipient shall not use more than 5 percent of the funds received for Administrative Costs.

### **Program Costs**

Program costs may include the reasonable and necessary cost of Tobacco Products purchased during Grant-related enforcement operations.

### **Records of Tobacco Products**

Recipients shall maintain property records for Tobacco Products purchased or otherwise obtained during the course of performing a Project supported by a Grant, for the Records Retention Period. Recipients shall retain and preserve the Tobacco Products purchased or otherwise obtained during the course of performing a Project supported by a Grant, in accordance with the Recipient's written policies regarding retention, destruction or forfeiture of such items.

### **Travel**

Travel costs are permitted for travel to/from DOJ-sponsored trainings, meetings, seminars, and/or workshops.

### **Meals, Incidentals, Lodging Expenses While Traveling**

Expenses accrued under this section will be allowable for any approved training events listed above (see Travel). Grantees must utilize the travel forms (see Attachment 1) for reporting such expenditures for their Quarterly Report.

### **Equipment Property Records**

Recipients shall maintain property records for Equipment purchased using a Grant, for the Records Retention Period.

### **Records Retention; Access**

Recipients shall maintain records relating to the Application, Grant, Proposal, Grant Agreement, and performance of Projects, for the Records Retention Period.

### **Remedies for Noncompliance**

The Department may take one or more of the following actions for failure by a Recipient to comply with the Act or Grant Agreement terms and conditions:

- (a) Withholding of payments.
- (b) Recovery of funds paid to the Recipient.
- (c) Imposition of additional conditions on the Recipient.
- (d) Termination of the Grant Agreement.
- (e) Disqualification from consideration for future Grants.

### **Closeout**

The Department shall conduct closeout review activities prior to closing out each Grant. Closeout review activities include review of the final report to ensure it is sufficient and complete, verification that any performance issues are resolved, and verification that any Audit or agreed-upon-procedure findings are resolved.

### **Allowable Costs; Reasonable Costs; Allocable Costs**

- (a) Costs must meet the following general criteria to be allowable:
  - (1) Must be reasonable for the performance of the Grant, and allocable to the Grant.
  - (2) Must be accorded consistent treatment. In the event a cost is assigned in one way and another cost incurred for the same purpose in like circumstances was previously allocated in another way, the Recipient shall provide a description of both the current and the prior assignments. The description shall be sufficient for the Department to ascertain whether or not funds have been Supplanted.
  - (3) Must be adequately documented.
  - (4) Must be allowable under, or otherwise comply with, the Act and terms and conditions of the Grant Agreement.
  - (5) Must be in compliance with applicable state and local laws.
- (b) A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the

decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:

- (1) Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the Grant.
  - (2) The requirements of the grant program and the terms and conditions of the Grant Agreement.
  - (3) Market prices for comparable goods or services for the geographic area.
  - (4) Whether the Recipient deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase a cost.
- (c) A cost is allocable to the Grant if the cost is incurred for Grant-related activities.
- (d) Unless otherwise provided for in the Grant Agreement, if a cost is incurred for the performance of Grant-related activities and also for other non-Grant-related activities, and benefits both Grant and non-Grant activities, the proportion that is incurred for the performance of Grant-related activities may be approximated using reasonable and properly documented methods and assigned to the Grant.

## **Appeals**

- (a) Actions that may be appealed include:
- (1) Disqualification of an Application.
  - (2) Imposition of Additional Conditions.
  - (3) Suspension or Termination of a Grant Agreement.
  - (4) Delay of payment.
- (b) Appeals must be in writing, postmarked within 30 calendar days of the date of the notification of the action, and mailed or emailed to the Department at the address provided in the Request for Proposals.
- (c) An appeal shall include:
- (1) A copy of the notification or other communication from the Department.
  - (2) The name of the applicant or Recipient, as applicable.
  - (3) The Grant Agreement, Application or other identification number, if applicable.
  - (4) The title of the Application or Grant Agreement.
  - (5) The reasons the action by the Department should not be imposed, including any documentation to support the appeal.
  - (6) The signature of the authorized representative of the appellant.
- (d) Appeals not postmarked or electronically transmitted in a timely fashion will be denied.
- (e) The action or actions specified in the notification shall remain in effect while the appeal is under review.
- (f) The Department shall issue a decision on the appeal no later than 30 calendar days from the date the appeal is received, unless notice is provided in writing to the appellant that the decision will be issued at a later date.

## Definitions

The following definitions apply:

- (1) **Additional Conditions.** Conditions imposed based on past performance or an assessment of the potential risk for non-compliance with grant program requirements or grant agreement terms and conditions by an applicant or recipient.
- (2) **Administrative Costs.** Necessary and reasonable indirect expenses as allowed under the terms and conditions of the Grant Agreement.
- (3) **Administrative Review.** A review of an Application for completeness and eligibility.
- (4) **Allowable costs.** Costs incurred to further the objectives of the Grant that are allowable under the Act, the Grant's terms and conditions, the Request for Proposals, and these regulations. In the event of a conflict, the Grant's terms and conditions will take precedence.
- (5) **Application.** A formal request by a Local Law Enforcement Agency to receive a Grant from the Department pursuant to Revenue and Tax Code Section 30130.57(e)(1).
- (6) **Application Requirements.** The elements of an Application that must be completed and the items which must be included, as set forth in a Request for Proposals.
- (7) **Audit.** A systematic and objective inspection, evaluation, and verification of a Recipient's accounts, financial management systems, and internal controls, conducted in accordance with the Generally Accepted Government Auditing Standards and Revenue and Tax Code, sections 30130.56 and 30130.57, subdivisions (e)(1), (f) & (g), designed to accomplish any one or more of the following: to monitor compliance with the requirements of the grant program and the terms and conditions of the Grant Agreement; to assess the quantity, quality, timeliness and cost of services the Recipient produces and delivers under the terms and conditions of the Grant Agreement; and to assess the performance of any contract entered into by a Recipient relating to a Grant. The same definition applies to each secondary recipient of a Grant under a Joint Application.
- (8) **Audit Finding.** A determination of compliance or non-compliance with the requirements of the grant program or the terms and conditions of the Grant, as a result of an Audit.
- (9) **Closeout.** The process by which the Department determines that all necessary administrative actions and all required Grant activities have been completed by a Recipient, and then closes a Grant.
- (10) **Contractor.** An entity or person, including a consultant, that enters into a contract with a Recipient to perform an activity.
- (11) **Department.** The California Department of Justice.
- (12) **Disqualification.** Removal of an Application from the application process due to one or more bases for disqualification as set forth in this Grantee Handbook or a Request for Proposals.
- (13) **Eligibility Criteria.** The minimum requirements an entity must meet to be eligible to apply for an award under a specific grant program.
- (14) **Eligible.** Possessing the minimum requirements for an entity to submit an Application and receive a Grant.
- (15) **Equipment.** Tangible personal property having a useful life of more than one year and a per-unit acquisition cost of \$1,000 or more.
- (16) **Grant.** An award of financial assistance made to a Recipient, the principal purpose of which is the transfer of funds to carry out a program or project of public benefit authorized and intended by Revenue and Taxation Code, section 30130.57, subdivision

- (e)(1), a Request for Proposals, and the Grant Agreement between the Recipient and the Department.
- (17) Grant Agreement. The final agreement entered into between the Department and a Recipient, or primary Recipient in the case of a Joint Application, which sets forth the terms and conditions of the Grant.
- (18) Grant Duration. Three years or as otherwise provided by a Request for Proposals or Grant Agreement.
- (19) Inspection Data. Information regarding inspection or enforcement activity by a Recipient under the terms of the Grant, including but not limited to information about retail violations, citations, communications, surveys and inspections. Inspection Data includes information regarding such activities whether or not a violation was found or a citation issued. A Grant Agreement may contain further information about what constitutes Inspection Data, how it is to be gathered and retained by a Recipient, and how it is to be reported to the Department.
- (20) Joint Application. A formal request to receive a Grant that is submitted by more than one Local Law Enforcement Agency. A Joint Application includes a primary applicant and at least one secondary applicant.
- (21) Merits of the Proposal. The relation between the elements of an Application and the Evaluation Criteria as set forth in these regulations and, if applicable, the Request for Proposals.
- (22) Merits Review. Review of an Application by the Department to evaluate the Merits of the Proposal.
- (23) Minor: A person who is under the minimum age for sale of Tobacco Products as established by California law.
- (24) Performance Measure. An indicator used to assess how well a Project is achieving its desired objectives.
- (25) Project. An undertaking that is planned to conduct activities and achieve stated goals and objectives for which funds were awarded by the Department to a Recipient from the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund.
- (26) Proposal. A document that contains all necessary information to describe the project plans, objectives, outcomes, Performance Measures, Scope of Work, and budget of a proposed Project.
- (27) Recipient. A Local Law Enforcement Agency to which a Grant is awarded. A Recipient includes a primary or a secondary Recipient as specified in a Grant Agreement arising from a Joint Application.
- (28) Records Retention Period. The period of time after the Grant is closed out that a Recipient must maintain records related to the Grant, which is three years.
- (29) Request for Proposals or RFP. A document requesting Applications, Proposals or submissions, and setting forth the requirements of a specific grant program, including but not limited to the application requirements.
- (30) Scope of Work. A detailed description of the work to be performed under a Grant. The Scope of Work typically includes a proposed or approved Proposal, and due dates for performance and reporting.
- (31) Site Visit. A visit to a project, inspection or enforcement activity site, or an alternative site such as a program or headquarters office, to evaluate project progress and monitor compliance with the terms and conditions of the Grant Agreement.

- (32) Supplant. Replace or reduce the amount of funds currently being appropriated for an existing program or activity because Grant funds are available or expected to be available to fund that same program or activity. The effect of supplanting would be to reduce the total amount that would have been available for the purpose stated in the Application or Grant Agreement.
- (33) Suspension. A temporary cessation of a Grant and grant project activities due to noncompliance with grant program requirements or Grant Agreement terms and conditions.
- (34) Termination. The ending of a Grant and grant project activities, in whole or in part, at any time prior to the specified end of the Grant Duration.
- (35) Tobacco Products. The same meaning as in Revenue & Taxation Code, section 30130.50, subdivision (b).
- (36) Unallowable Costs. Costs that are not allowable under the Grant Agreement, the Grantee Handbook, or state law.



**TOBACCO LAW ENFORCEMENT  
GRANT PROGRAM**

**DOJ-PROP56-2017-18-1**

**PROPOSAL COVER SHEET**

**SUBMITTED BY:**

Tulare County Sheriff's Office

Administrative Support Division

Ed Lardner, (559) 802-9462, elardner@co.tulare.ca.us

Authorized Signatures:

Mike Boudreaux 5-22-18

Mike Boudreaux      Date

Sheriff-Coroner

## **Tobacco Law Enforcement Grant Program Scope of Work 2017-2018**

### **Summary**

The Tulare County Sheriff's Office (TCSO) is the primary law enforcement agency for the County, with a staff of 877, operating five detention facilities, Courts, patrol, community relations, and other support operations. The Sheriff Command structure is made up of one Undersheriff, two Assistant Sheriff's, and six Captains, who each manage one of the six division's. TCSO operates five patrol substations, operated like a police station for a geographical area. Each is commanded by a Lieutenant, with resident deputies in the mountainous areas. While TCSO partners with many Community Based Organizations (CBO) to provide outreach and education to its residents with formal agreements, MOU's, and grant opportunities such as this one, we also collaborate with other law enforcement agencies on enforcement strategies. Within the County, we have 479 licensed tobacco retailers that minors have access to with the potential to purchase tobacco products.

Our goal is to reach people of all ages using a vehicle based LED mobile video message board (size of a U-Haul) with anti-tobacco video and static Public Service Messages (PSA), by driving it throughout the well travel county roads as well as rural areas that do not have billboards. The PSA's may be locally made using our "Tulare County Youth Council" students. No other LE agency is doing this, we believe this is the future and know that having a mobile LED message board vehicle with local kids in PSA videos will have an impact in our campaign. We will have the LED message board vehicle at events providing PSA information, to include driving around schools before and after school hours. Additionally, we will conduct retail license compliance inspections to obtain voluntary compliance for signage, sales placement, single cigarette sales, undercover operations for enforcement of tobacco regulations, as well as train all TCSO personnel on tobacco laws.

TCSO will attend public events and schools to promote tobacco laws and the dangers of all types of tobacco use, while engaging youth in conversations about the dangers of using tobacco, to include the annual "Anti-Tobacco Challenge Bowl" with our 6<sup>th</sup> graders. Behavior modification items and handouts will be used along with press releases, media interviews, and social media outreach. TCSO understands that having staff in uniform sends a more serious message when talking about laws and health hazards and will balance the personnel needs of the events we participate in with the anticipated audience. We are requesting \$418,523 during this grant period. An estimate for Year-1 (FY 18/19) is \$342,492 (mobile LED message board vehicle, education, and enforcement) and Year-2 (FY 19/20) is \$76,031 (education, and enforcement).

Expected Outcomes:

- Improve the capacity of law enforcement and County Public Health to investigate, prosecute, and hold offenders accountable.
- Create partnerships and information sharing between the youth, schools, law enforcement, and healthcare services on the dangers of tobacco use and criminal enforcement of violators.
- Create trust and cooperation between retailers and agencies to ensure those under the legal age to consume tobacco products do not have access or sold these products, to include JULL, vap's, chew, and single cigarettes.
- Outreach to youth and others on the dangers of tobacco use and long term health issues not only at events but by creating local video PSA visible conversation topics using the mobile message board for parents and kids to talk.
- Measure violations and successful prosecutions as well as attendees at events who are impacted by our anti-tobacco message.

### **Problem Statement**

The Program will be implemented in rural Tulare County (County) with assistance and coordinated activities provided to urban areas. The County is an agricultural region in the San Joaquin Valley, midway between Los Angeles and the San Francisco Bay Area. At 4,824 sq. miles, the County is approximately the size of the State of Connecticut. The area includes eight smaller incorporated cities the County provides services to as needed. Approximately 468,235 residents live in the County with 145,491 living in rural areas and is growing faster than 43 of California's 58 counties.

Although the County's \$6.37 billion dairy and agricultural industry ranked as No. 2 in the entire United States, poverty is pervasive. The County is the 2<sup>nd</sup> poorest in California with 27.2% of residents living in poverty, and one in three residents receives government aid, one of the largest proportion in California. Approximately 34% of County children live in poverty while unemployment has consistently been in double digits. As of March 2018 the County has an unemployment rate of 11%, the highest of all counties within the San Joaquin Valley.

The County's low cost of living is attractive to low or un-skilled workers. Adding to that, agriculture is the largest private employer in the county with farm employment accounting for nearly a quarter of all jobs. Many of these are low paying processing and manufacturing jobs, such as field labor and packing house jobs, which sometimes pay minimum wage. These jobs lure nearly 37,000 farm workers during peak harvest seasons, annually. Census estimates for 2010 reveal 45% of all residents speak a language other than English. Within our current budget, the County does not have the needed funding to purchase the educational vehicle message board to show the dangers of using tobacco products or conduct enforcement of State tobacco laws.

The problem of tobacco product availability and use by youth is pervasive in our community, its long-term health effects are not getting enough attention and youth still seem to obtain tobacco products from various sources. It does not help that Tulare County adults (20.9%) have a higher number of smokers than the California average (12.7%). Media campaigns can be extremely effective in shifting behavior on products or ideas. Campaigns, including the use of our social media, could have a direct influence on how youth view and interact with tobacco products. According to the U.S. Centers for Disease Control (CDC) in 2015, \$8.9 billion was spent on advertising and promotion of cigarettes and smokeless tobacco combined—more than \$24 million every day or \$1 million every hour, while the impact of smoking in Tulare County was \$88.9 million in 2016. We are asking for a small amount of money to combat this campaign. The percentage of stores in low income areas of the County that sell tobacco products is 67.2% compared to 31.2% in California, with 30.2% of stores near schools, and 63.8% of all stores selling some type of ecigarette. That comes out to one store for every 290 County youth compared to the average 267 youth State wide.

Youth tobacco use in our County is above average at 15.4% when compared to California's 13.8%. According to the California Department of Public Health, current use of electronic cigarettes (ecigarettes) increased among middle and high school students from 2011 to 2016. About 68% of current and former smokers began by the age of 18, the highest use is in the 18-24 age group, with over 9% using ecigarettes and just over 12% of youth report using ecigarettes in the last 30 days. In 2016, about 3 of every 100 middle school students and nearly 10 of every 100 high school students reported current use of two or more tobacco products in the past 30 days. In 2016, about 7 of every 100 middle school students and about 20 of every 100 high school students reported current use of some type of tobacco product. In 2016 2.2% of middle school and 5.8% of high school students reported current use of smokeless tobacco.

Our problem areas are the very rural and economically disadvantaged communities that have limited governmental interaction and have never had tobacco law inspections or enforcement actions. Some of these areas have employees with limited English speaking abilities and do not appear to be monitored to ensure the employee is following tobacco laws. Our team will start operations at these locations before moving to more populated regions of the County.

### **Project Description**

There is currently no law enforcement tobacco enforcement conducted by any agency in Tulare County, nor has there been for any time in the recent past. With this proposed equipment and staffing model, TCSO will provide law enforcement leadership and will collaborate with the DA, Probation, and Public Health, to enforce tobacco laws, complete comprehensive retail compliance inspections of all 479 retailers, and educate

retailers and youth on tobacco related issues. With the overall goal of diverting youth from using tobacco products, illegal sales, and unlawful marketing. TCSO will not only look at the quantitative measures such as stats but also the qualitative results such as the unexpected/unintended results.

**Goal 1:** Investigate, prosecute, and hold offenders accountable in tobacco related violations.

Objective 1: Respond to and investigate complaints of problematic retailers or others for sales or marketing violations.

Objective 2: Conduct 4 post-enforcement operations targeting licensed retailers that previously violated statutes.

Objective 3: In coordination with Public Health, cite or arrest violators.

**Goal 2:** Proactively enforce tobacco laws targeting those under the legal age for consumption. Press releases will be completed after enforcement operations.

Objective 1: Conduct 4 unlawful “sales of tobacco products on the internet” operations and submit cases for prosecution.

Objective 2: Conduct 24 “shoulder-tap” operations near tobacco retail stores.

Objective 3: Conduct 24 “minor-decoy” operations at tobacco retail stores.

**Goal 3:** Ensure all tobacco sales retailers are following sales guidelines.

Objective 1: Conduct 479 tobacco retailer licensed inspection operations.

Objective 2: Conduct a minimum of 3 retailer education classes focusing on furnishing tobacco products to minors.

Objective 3: Conduct 10 tobacco law roll call training sessions for Probation and Deputies.

**Goal 4:** Identify and coordinate activities on issues involving tobacco product use.

Objective 1: Join the active Tulare County Tobacco-Free Coalition to identify and address local tobacco-related issues and needs assessment.

**Goal 5:** Outreach to the community on the dangers of tobacco use and legalities.

Objective 1: Attend County Office of Education and Public Health school events or assemblies, community events, health fairs, or other venues providing literature, conversation, and behavior modification items on preventing underage tobacco use and the dangers of using any tobacco related product.

Objective 2: Bring the mobile message board to all events with local PSA public health videos or other information related to tobacco use to educate and converse.

Objective 3: Provide staff to periodically drive the mobile message board on highly traveled roads as well as rural country roads where billboards are not present, promoting local and state PSA anti-tobacco information.

## **Project Personnel**

TCSO has repeatedly demonstrated its capability to strictly adhere to all grant guidelines and the financial and programmatic requirements of grant programs. TCSO closely follows all applicable guidelines governing expenditure, monitoring, and reporting, and has consistently passed all audits required by grant programs. TCSO has successfully operated several grant programs funded by the State and Federal Governments, having successful audits and progress report submissions. The grant goals and objectives consisting of two prongs, education and enforcement, will be overseen by a Captain who manages our Patrol Division. The Captain will manage budgets and records, complete press releases and evaluations, monitor program time frames, goals and objectives, collaborate with involved agencies, while ensuring the DA and Probation Departments support the program.

Education opportunities, event participation, and mobile message board use will be coordinated by our agencies Employee Public Relations Unit (EPRU), managed by a seasoned Lieutenant with assigned sworn and non-sworn support staff. The EPRU Sergeant will supervise the day-to-day outreach portion of our program, reaching out to schools, business organizations, community based organizations, and other anti-tobacco support agencies, coordinate scheduling, and assign personnel as needed.

Enforcement operations will include tobacco law training at patrol roll calls, shoulder tap and decoy operations as well as collaborating with the County Public Health Tobacco licensed retail sales inspector to conduct inspections of all 479 licensed sales sites in the County. Management of enforcement operations will be overseen by a substation commander (Lieutenant) and a sergeant will supervise the day-to-day operations of the two deputies conducting inspections and enforcement, with a goal of voluntary compliance with tobacco laws. Both Lieutenants and Captain will meet with the DA, Probation, County Public Health personnel, and CBO's throughout the grant period to determine what is working, any problem or complaint driven locations that need additional scrutiny, cases sent for adjudication and strategies for enforcement and successful prosecution, and to coordinate activities. Additionally, we will continuously evaluate how we can sustain this relationship in the future to divert youth from future tobacco product use.

## **Budget**

We are applying for funding to purchase one vehicle based LED PSA message board and overtime to conduct enforcement and compliance inspection operations, as well as attending educational community health and welfare events, see attached Budget Detail worksheet. We are requesting \$418,523 during this grant period, year-1 (FY 18/19) is \$342,492 and year-2 (FY 19/20) is \$76,031. We have no additional funding to contribute at this time.

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

Prop 56 Grant Budget for Tulare County Sheriff's Department

Costs Per Fiscal Year (July 1 - June 30)

<b>A. Personal Services</b>				
<i>Salaries</i>				
<b>Classification/Positions</b>	<b>Computation</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
None		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ -	\$ -
<i>Overtime</i>				
<b>Classification/Positions</b>	<b>Computation</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
Deputy II, Step 5	1,665 man hours @ OT rate \$50.37 per hour / 2 years	\$ -	\$ 41,933	\$ 41,933
Sergeant, Step 5	444 man hours @ OT rate \$62.96 per hour / 2 years	\$ -	\$ 13,977	\$ 13,977
Office Assistant III, Step 5	576 man hours @ OT rate 25.14 per hour / 2 years	\$ -	\$ 7,240	\$ 7,240
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ 63,150	\$ 63,150
<i>Benefits</i>				
<b>Classification/Positions</b>	<b>Computation</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
Deputy II, Step 5	Social Security \$41,933 x .0765 per year	\$ -	\$ 3,208	\$ 3,208
Sergeant, Step 5	Social Security \$13,977 x .0765 per year	\$ -	\$ 1,069	\$ 1,069
Office Assistant III, Step 5	Social Security \$7,240 x .0765 per year	\$ -	\$ 554	\$ 554
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ 4,831	\$ 4,831
<b>TOTAL PERSONAL SERVICES</b>		\$ -	\$ 67,981	\$ 67,981

<b>B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)</b>				
<b>Description</b>	<b>Computation</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
Buy Money	\$100 / 2 = \$50 per year	\$ -	\$ 50	\$ 50
Literature Printing	\$10,000 / 2 = \$5,000 per year	\$ -	\$ 5,000	\$ 5,000
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ 5,050	\$ 5,050

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

**C. Equipment (tangible items with a per-unit cost of \$5,000 or more)**

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Mobile Message Board Inc. Shipping, Tax, License	1 Vehicle \$258,890 plus \$3,000 (tax, shipping, license)	\$ -	\$ 261,890	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ 261,890	\$ -

**D. Travel Expenses/Registration Fees\***

Description and Destination	Computation	FY 2017-18	FY 2018-19	FY 2019-20
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Registration - Full Conference Early Bird 1 person	\$ -	\$ 530	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Hotel - 1 person for 5 nights \$275 per night with occupancy tax 14.5% \$39.88 per night for 5 nights	\$ -	\$ 1,575	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Parking - \$40 per day for five days	\$ -	\$ 200	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Per Diem for 1 person - first and last day at \$44.25 x 2 = \$88.50, 2nd, 3rd and 4th day at \$59 x 3 = \$177	\$ -	\$ 266	\$ -
*For DQT-sponsored events only. Travel will only be reimbursed under the current state rat <b>TOTAL</b>		\$ -	\$ 2,571	\$ -

**E. Other Expenses**

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Easy Up with Logo	2 at \$600 each	\$ -	\$ 1,200	\$ -
Folding Tables	2 at \$150 each	\$ -	\$ 300	\$ -
Trade Show Table Clothes	2 at \$250 each	\$ -	\$ 500	\$ -
Behavior Modification Items - TBD	\$5,000 / 2 = \$2,500 per yr	\$ -	\$ 2,500	\$ 2,500
Booth Fee for Events	\$1,000 / x = \$500 per year	\$ -	\$ 500	\$ 500
<b>TOTAL</b>		\$ -	\$ 5,000	\$ 3,000

**F. Administrative Costs\***

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
None		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ -	\$ -

\*Administrative costs may not exceed 5% of the total budget.



**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

<b>SUMMARY</b>				
<b>Budget Category</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>Total Request</b>
<b>A. Personal Services</b>	\$ -	\$ 67,981	\$ 67,981	\$ 135,963
<b>B. Operating Expenses</b>	\$ -	\$ 5,050	\$ 5,050	\$ 10,100
<b>C. Equipment</b>	\$ -	\$ 261,890	\$ -	\$ 261,890
<b>D. Travel/Registration</b>	\$ -	\$ 2,571	\$ -	\$ 2,571
<b>E. Other Expenses</b>	\$ -	\$ 5,000	\$ 3,000	\$ 8,000
<b>F. Administrative Costs</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PROJECT COSTS</b>	\$ -	\$ 342,492	\$ 76,031	\$ 418,523

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

**ATTACHMENT 1**

Prop 56 Grant Budget for Tulare County Sheriff's Department

Costs Per Fiscal Year (July 1 - June 30)

<b>A. Personal Services</b>				
<i>Salaries</i>				
<b>Classification/Positions</b>	<b>Computation</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
None		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ -	\$ -
<i>Overtime</i>				
<b>Classification/Positions</b>	<b>Computation</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
Deputy II, Step 5	1,665 man hours @ OT rate \$50.37 per hour / 2 years	\$ -	\$ 41,933	\$ 41,933
Sergeant, Step 5	444 man hours @ OT rate \$62.96 per hour / 2 years	\$ -	\$ 13,977	\$ 13,977
Office Assistant III, Step 5	576 man hours @ OT rate 25.14 per hour / 2 years	\$ -	\$ 7,240	\$ 7,240
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ 63,150	\$ 63,150
<i>Benefits</i>				
<b>Classification/Positions</b>	<b>Computation</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
Deputy II, Step 5	Social Security \$41,933 x .0765 per year	\$ -	\$ 3,208	\$ 3,208
Sergeant, Step 5	Social Security \$13,977 x .0765 per year	\$ -	\$ 1,069	\$ 1,069
Office Assistant III, Step 5	Social Security \$7,240 x .0765 per year	\$ -	\$ 554	\$ 554
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ 4,831	\$ 4,831
<b>TOTAL PERSONAL SERVICES</b>		\$ -	\$ 67,981	\$ 67,981

<b>B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)</b>				
<b>Description</b>	<b>Computation</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>
Buy Money	\$100 / 2 = \$50 per year	\$ -	\$ 50	\$ 50
Literature Printing	\$10,000 / 2 = \$5,000 per year	\$ -	\$ 5,000	\$ 5,000
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ 5,050	\$ 5,050

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

**C. Equipment (tangible items with a per-unit cost of \$5,000 or more)**

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Mobile Message Board		\$ -	\$ 20,000	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ 20,000	\$ -

**D. Travel Expenses/Registration Fees\***

Description and Destination	Computation	FY 2017-18	FY 2018-19	FY 2019-20
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Registration - Full Conference Early Bird 1 person	\$ -	\$ 530	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Hotel - 1 person for 5 nights \$275 per night with occupancy tax 14.5% \$39.88 per night for 5 nights	\$ -	\$ 1,675	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Parking - \$40 per day for five days	\$ -	\$ 200	\$ -
1 Sergeant to attend APHA Annual Meeting & Expo, San Diego, CA 11/10-11/14/18	Per Diem for 1 person - first and last day at \$44.25 x 2 = \$88.50, 2nd, 3rd and 4th day at \$59 x 3 = \$177	\$ -	\$ 266	\$ -
*For DQT-sponsored events only. Travel will only be reimbursed under the current state rat TOTAL		\$ -	\$ 2,571	\$ -

**E. Other Expenses**

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Easy Up with Logo	2 at \$600 each	\$ -	\$ 1,200	\$ -
Folding Tables	2 at \$150 each	\$ -	\$ 300	\$ -
Trade Show Table Clothes	2 at \$250 each	\$ -	\$ 500	\$ -
Behavior Modification Items - TBD	\$5,000 / 2 = \$2,500 per yr	\$ -	\$ 2,500	\$ 2,500
Booth Fee for Events	\$1,000 / x = \$500 per year	\$ -	\$ 500	\$ 500
<b>TOTAL</b>		\$ -	\$ 5,000	\$ 3,000

**F. Administrative Costs\***

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
None		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ -	\$ -

\*Administrative costs may not exceed 5% of the total budget.

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

<b>SUMMARY</b>				
<b>Budget Category</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>Total Request</b>
<b>A. Personal Services</b>	\$ -	\$ 67,981	\$ 67,981	\$ 135,963
<b>B. Operating Expenses</b>	\$ -	\$ 5,050	\$ 5,050	\$ 10,100
<b>C. Equipment</b>	\$ -	\$ 20,000	\$ -	\$ 20,000
<b>D. Travel/Registration</b>	\$ -	\$ 2,571	\$ -	\$ 2,571
<b>E. Other Expenses</b>	\$ -	\$ 5,000	\$ 3,000	\$ 8,000
<b>F. Administrative Costs</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PROJECT COSTS</b>	\$ -	\$ 100,602	\$ 76,031	\$ 176,634

**AUD-308 - Budget Adjustment Form**

10:16 AM

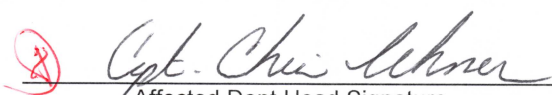
08/07/18		2/19	2019
Date	Document ID Number	Accounting Period	Budget Fiscal Year
Sheriff's Office		Terrie Saenz (CRL)	802-9450
Agency Name		Contact Person	Phone
			Extension

Action** A,C,D	Fund	Dept	Appr #		<u>LEVEL 1 Finish Here</u>	Current Amount	Revised Amount	Inc / Dec Amt	
C	001	240	240CAP			-	20,000	20,000	
C	001	240	240SBEN			78,240,639	78,308,620	67,981	
C	001	240	240SSUP			9,207,163	9,219,784	12,621	
								-	
								-	
								-	
								-	
								-	
								-	
<b>Appropriations Total</b>						<i>Need Not Equal Zero</i>	<b>87,447,802</b>	<b>87,548,404</b>	<b>100,602</b>

Action** A,C,D	Fund	Dept	Appr #	Unit	Object	Rev	<u>LEVEL 2 Start Here</u>	Current Amt	Revised Amount	Inc / Dec Amt
A	001	240		2757		5054		-	100,602	(100,602)
A	001	240	240CAP	2757	8307			-	20,000	20,000
A	001	240	240SBEN	2757	6002			-	63,150	63,150
A	001	240	240SBEN	2757	6012			-	4,831	4,831
A	001	240	240SSUP	2757	7066			-	10,000	10,000
A	001	240	240SSUP	2757	7067			-	50	50
A	001	240	240SSUP	2757	7073			-	2,571	2,571
										-
										-
										-
										-
										-
										-
										-
<b>Line Total</b>							<i>Must Equal Zero</i>	<b>\$ -</b>	<b>\$ 201,204</b>	<b>\$ -</b>

Reason for Adjustment (To Avoid Correspondence, State Reason in Detail)

To record revenue and expenditures for the California Department of Justice Tobacco Law Enforcement Grant Award DOJ-PROP56-2017-18-2-040 for FY 18/19. There is no net county cost.

  
 Affected Dept Head Signature

Other Affected Dept Head Signature

Checked By: \_\_\_\_\_  
 County Executive Office Action: No. \_\_\_\_\_ Date: \_\_\_\_\_  
 ( ) Approved ( ) Disapproved

By: \_\_\_\_\_  
 Board of Supervisors Action: No. \_\_\_\_\_ Date: \_\_\_\_\_

Entered By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Distribution: 1: BOS/CAO/Auditor

**\*\* Action Codes: A=Add, C=Change, D=Deactivate**  
 \* Whenever a 93XX account budget is adjusted, a corresponding 94XX account budget must be adjusted in the billing agency, except for ISFs  
 \* Whenever a 95XX account budget is adjusted, a corresponding 96XX account budget must be adjusted in the billing agency, and vice versa  
 \* Whenever a 97XX account budget is adjusted, a corresponding 98XX account budget must be adjusted in the billing agency, and vice versa