

**COUNTY OF TULARE  
SERVICES AGREEMENT  
TULARE COUNTY OFFICE OF EDUCATION**

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**THIS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and the **TULARE COUNTY OFFICE OF EDUCATION**, (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** CONTRACTOR applied for and was awarded a tobacco grant from the California Department of Justice, Division of Law Enforcement, Tobacco Grant Unit. CONTRACTOR identified the Tulare County Sheriff’s Office (COUNTY) as a partner and sub-grantee if the grant application was awarded. The CONTRACTOR’s grant award from the California Department of Justice comes in the form of a Memorandum of Understanding that incorporates the grant Request for Proposal, grant application, Grantee Handbook, and the CONTRACTORS budget. The Memorandum of Understanding is attached as **Exhibit C**.
- B.** CONTRACTOR has a need for services of the COUNTY to provide law enforcement services at tobacco retail sales establishments and public events, as provided in the agreement.
- C.** COUNTY has represented that it is ready, willing and able to provide such services.

**THE PARTIES AGREE AS FOLLOWS:**

- 1. TERM:** This Agreement becomes effective as of March 19, 2019 and expires at 11:59 PM on June 30, 2021 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**
- 4. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 5. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

**6. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

Tulare County Sheriff's office  
Patrol Division Commander  
833 S. Akers Street  
Visalia, CA 93277  
Phone No.: (559) 802-9440  
Fax No.: (559) 737-4408

**With a copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**CONTRACTOR:**

Tim A. Hire  
Tulare Co. Superintendent of Schools  
Tulare County Office of Education  
P.O. Box 5091  
Visalia CA 93278-5091  
Phone No.: (559) 651-0155  
Fax No.: (559) 737-6301

**With a copy to:**

Amy Silveira, Project Coordinator  
Tulare Co. Office of Education  
CHOICES Prevention Programs  
7000 Doe Avenue, Building 300  
Visalia CA 93291  
Phone No.: (559) 651-0155, ext.3623  
Fax No.: (559) 737-6301

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**7. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**8. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**9. LIMITATION OF LIABILITY:** Notwithstanding any term or condition of this agreement to the contrary, and to the greatest extent allowed by law, COUNTY agrees that CONTRACTOR's aggregate liability to COUNTY and any third party for any and all injuries, claims, demands, losses, expenses, or damages, of whatever kind or character including but not limited to an action or claim based on contract, warranty, equity, tort, strict liability, or any other theory of liability whatsoever, arising out of or in any way related to this agreement, the work/services, or the project site, shall be limited to two million dollars (2,000,000).

**10. SPECIFIC PROVISIONS:** As stated in Section 4, the terms and provisions in the GENERAL AGREEMENT TERMS AND CONDITIONS are controlling except as stated in this section.

- a. **Liability** - COUNTY'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
  
- b. **Indemnification and Defense** - To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") to the extent caused by the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless the liability was caused by the sole active negligence or willful misconduct of an Indemnified Party. If liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage

of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to COUNTY for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

CONTRACTOR must indemnify and hold COUNTY harmless from all loss and liability, including reasonable attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

To the fullest extent permitted by law, COUNTY must indemnify, defend (at COUNTY'S sole cost and expense and with legal counsel approved by CONTRACTOR, which approval may not be unreasonably withheld), protect and hold harmless CONTRACTOR, all subsidiaries, divisions and affiliated agencies of CONTRACTOR, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns ("CONTRACTOR Indemnified Party"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and CONTRACTOR general and administrative expenses) of every kind and

nature whatsoever to the extent caused by the negligence, recklessness, or misconduct of COUNTY. COUNTY's obligation to indemnify applies unless the liability was caused by the sole active negligence or willful misconduct of a CONTRACTOR Indemnified Party. If liability is caused by the comparative active negligence or willful misconduct of a CONTRACTOR Indemnified Party, then COUNTY's indemnification obligation shall be reduced in proportion to the established comparative liability.

- c. Termination-Either party may terminate the agreement without cause by giving 30 days written notice.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**Tulare County Office of Education**

Date: 5/8/19

By [Signature]

Print Name Tim A. Hire

Title Tulare County Superintendent of Schools

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

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

By \_\_\_\_\_

Kuyler Crocker, Chairman, Board of Supervisors

ATTEST: Jason T. Britt  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By [Signature]

Deputy

Print name Eric Scott

Matter # 2019807

## **Exhibit A Scope of Services**

### **RESPONSIBILITIES OF COUNTY**

Tulare County Sheriff's Office (COUNTY) will support and assist the Tulare County Office of Education (CONTRACTOR) CHOICES Program in the facilitation of the State of California Department of Justice Tobacco Grant Program Prop. 56 / Cohort 2 by:

- Providing staff to collaborate with the CONTRACTOR CHOICES program on tobacco-related operations, such as compliance checks and decoy operations and other tobacco law enforcement activities
- Assist and collaborate in tobacco-related awareness/outreach activities at schools and school events (i.e.; assemblies, tobacco-free presentations, after-school events, sports events, etc.)
- Assist with providing vendor/merchant scans to increase awareness of legal requirements of tobacco sales with a prevention-focused message
- COUNTY will invoice the CONTRACTOR CHOICES Program monthly by the 15<sup>th</sup> of each month. All invoicing must be for actual cost incurred and requires documentation (i.e., time card, payroll report or general ledger for staff providing services).

### **RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR will provide:

- Reimbursement for COUNTY staff overtime hours incurred towards implementation of grant activities
- Coordination between CHOICES and COUNTY on location of where and when activities will take place

**Exhibit B**  
**Payment for Services**

CONTRACTOR will pay COUNTY the actual cost of such services to the extent they are allowable under the terms of the State of California Department of Justice Tobacco Grant Program (Prop. 56 / Cohort 2), not to exceed \$348,000 according to the following schedule:

- Not to exceed \$60,000 in Fiscal Year 2018/19 (March 19, 2018 through June 20, 2019)
- Not to exceed \$144,000 in Fiscal Year 2019/20 (July 1, 2019 through June 30, 2020)
- Not to exceed \$144,000 in Fiscal Year 2020/21 (July 1, 2020 through June 30, 2021)

The Contract Total for Services to be provided by COUNTY will not exceed \$348,000 including contractor travel or other expenses. Prior to payment, COUNTY will submit to the CONTRACTOR an invoice (containing name, address, tax identification number and amount of payment) which must be signed by the CONTRACTOR CHOICES Administrator requesting COUNTY services to certify that services have been performed in accordance with this agreement. CONTRACTOR payment terms are net 30 days from the date of receipt of invoices; invoices will be paid submitted monthly for actual costs incurred when accompanied with the required documentation of services delivered by the County.



Exhibit C

*Tulare County Office of Education*

Frank Silveira, Administrator  
6200 S. Mooney Blvd.  
Visalia, CA 93277  
(559) 651-0155  
[Frank.silveira@tcoe.org](mailto:Frank.silveira@tcoe.org)

**MEMORANDUM OF UNDERSTANDING**

with the

California Department of Justice

*December 1, 2018 – June 30, 2021*

## **I PURPOSE**

This Memorandum of Understanding (the "MOU") is entered into by the Department of Justice ("DOJ") and the Tulare County Office of Education (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, 2021.

The DOJ, Tobacco Grant Unit, grants to Grantee \$686,000 (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.

## **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  
Tobacco Grant Unit  
1300 I Street, Suite 1140  
Sacramento, CA 95814  
[Zahra.Barragan@doj.ca.gov](mailto:Zahra.Barragan@doj.ca.gov).

## **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. 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  
Tobacco Grant Unit  
1300 I Street, Suite 1140  
Sacramento, CA 95814  
[Zahra.Barragan@doj.ca.gov](mailto:Zahra.Barragan@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.

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

## **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:

January 1 through March 31: Due April 15  
April 1 through June 30: Due July 15  
July 1 through September 30: Due October 15  
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

Tony Cavanagh, Manager, Prevention/Intervention Education  
Tulare County Office of Education, CHOICES Program  
7000 Doe Ave. Bldg. 300, Visalia, CA 93291  
(559) 651-0155  
[tcavanag@tcoe.org](mailto:tcavanag@tcoe.org)

Amy Silveira, Project Coordinator, CHOICES  
Tulare County Office of Education, CHOICES Program  
7000 Doe Ave. Bldg. 300, Visalia, CA 93291  
(559) 651-0155  
[amy.silveira@tcoe.org](mailto:amy.silveira@tcoe.org)

Frank Silveira, Administrator, CHOICES  
Tulare County Office of Education, CHOICES Program  
7000 Doe Ave. Bldg. 300, Visalia, CA 93291  
(559) 651-0155  
[frank.silveira@tcoe.org](mailto:frank.silveira@tcoe.org)

Jody Arriaga, Director, Internal Business  
Tulare County Office of Education, Internal Business  
6200 S. Mooney Blvd., Visalia, CA 93278  
(559) 730-2751  
[jodya@tcoe.org](mailto:jodya@tcoe.org)

## 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.

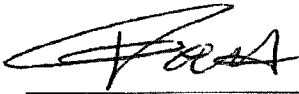
**Assignment-** This MOU is not assignable by Grantee in whole or in part.

**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.

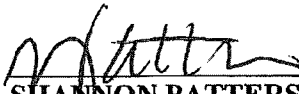
**Termination –** The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

**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.

  
\_\_\_\_\_  
**TIM HIRE, SUPERINTENDENT**  
County Superintendent of Schools  
Tulare County Office of Education


2/1/19  
Date

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

2/11/19  
Date

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

2/12/19  
Date

  
\_\_\_\_\_  
**CHRIS RYAN, Chief**  
Division of Operations  
California Department of Justice

2/14/19  
Date

**TOBACCO GRANT PROGRAM**  
**2018-19**  
**REQUEST FOR PROPOSALS**  
**DOJ-PROP56-2018-19-1**



**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 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 California Department of Justice (DOJ) may promote the Tobacco Grant Program in general terms and 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 comment on the grant program to any applicant or potential applicant, or respond to questions about the RFP or Grantee Handbook asked by any applicant or potential applicant.

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: FRIDAY, OCTOBER 5, 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 shall 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 shall disqualify the proposal.**

**C. Funding Duration**

Agencies selected for funding will be funded for up to 32 months. This grant period will begin on November 1, 2018 and will end on June 30, 2021.

**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.
- 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 – Summarize 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, relevant demographic and socio-economic characteristics of the community, rates and patterns of use of tobacco products in the community including by youth, the number of licensed tobacco retailers within your agency’s jurisdiction, data about sales of tobacco products to minors at stores within your agency’s jurisdiction, 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 your agency wishes 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.

**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**

Submit a detailed budget covering the entire grant period. 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.

**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 grant applications 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 four individuals selected by the Attorney General or his designee, to read, evaluate, and rate all proposals that pass administrative review. The committee will consist of a senior member of DOJ’s policy staff, a member of the Division of

Law Enforcement, a member of DOJ's budget office staff, and a member of DOJ's Tobacco Litigation and Enforcement Section. The committee will receive instruction, as set forth below, regarding scoring, and each member will make a written declaration, prior to reviewing any proposal, regarding the confidentiality of the procedure and attesting to the absence of a conflict of interest. The committee members will score each application that passes administrative review. The initial assessment will be whether or not the proposed project is within the scope of the Tobacco Grant program. If the project is within the scope, the following criteria will be scored on a 7-point scale (well qualified: 6-7; qualified: 3-5; not qualified: 0-3): description of the problem to be addressed, description of the proposed project and its goals, description of the personnel required to execute the project, detailed budget, and the capacity of the applicant to achieve the goals. In assessing the capacity of the applicant, the committee members will score the application based, among other things, on indicators of community support for the proposed project, e.g., letters of support from community organizations or local elected officials, and information about community outreach and meetings. The committee members may score based on individual review of the proposals, discussion with other members of the committee, or a combination. A committee member may ask DOJ staff for additional information relevant to scoring an application and staff may provide this information; such information shall be provided to all committee members.

**C. Selection**

The merit review committee's recommendations for funding will be submitted to the Attorney General for final selection.

**IV. PROCESSING AND FINALIZING GRANT AWARDS**

**A. Processing 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 scoring and recommendations to the DOJ staff. Staff submit the results of the administrative review, and the scoring and recommendations of the merits review committee, as part of an executive approval package to the Attorney General and executive staff, regarding proposals to be funded, the amount of funding to be provided, and proposals to be rejected.
  - e. Attorney General makes final decisions.
  - f. DOJ sends selection notification letter to all applicants, successful and unsuccessful. DOJ transmits the notification letter by email to email contact provided on the proposal.

- g. DOJ sends Memorandum of Understanding (MOU) 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.

**B. Scope of Work Funded**

Applicants selected for funding must retain a copy of this RFP and the Grantee Handbook because these materials set forth the requirements for the entire grant award period. The grant award is based on this RFP, Grantee Handbook, the proposal and all documents referenced therein, the completed MOU, and any other documents duly incorporated.

**C. Appeals**

An applicant may appeal a denial or reduced award. However, a successful appeal may be remedied, at DOJ's discretion, either in this RFP grant cycle (DOJ-PROP56-2018-19-1) or in a subsequent cycle (e.g. during the 2019-20 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 and/or train \_\_\_\_\_ school resource officers with responsibilities and training for tobacco-related enforcement and outreach.

Install \_\_\_\_\_ signs and/or 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, about 98% 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?*

Police and sheriff's departments 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 a 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.*

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 products. Addressing tobacco can help address other problems. Also, California law defines "tobacco products" more broadly than just cigarettes – it includes vape pens, e-cigs, flavored cigarillos, blunts, etc. In many communities the number of kids using vape products has increased just as the number of kids using cigarettes has decreased.

*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. A law enforcement agency could subcontract with another organization to perform work in support of enforcement efforts. 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 at retailers. Other activities might include 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.

The Unified School District of E covers an agricultural area in central California. The District requested about \$1.8 million and received about \$1.6 million from DOJ. These funds will be used to hire school resource officers, provide tobacco-related classes for students, parents and the community, conduct tobacco enforcement operations at locations where minors are likely to be present, and conduct tobacco retailer education classes.

**TOBACCO LAW ENFORCEMENT  
GRANT PROGRAM  
DOJ-PROP56-2018-19-1**

**PROPOSAL COVER SHEET**

**SUBMITTED BY:**

Tulare County Office of Education

CHOICES Program

Frank Silveira, Administrator CHOICES Program

(559) 651-0155 | [frank.silveira@tcoe.org](mailto:frank.silveira@tcoe.org)

Authorized Signatures:



Jim Vidak,

Tulare County Superintendent of Schools

10-1-18

Date

## **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.**

The Tulare County Office of Education (TCOE) provides support and service to the students and school districts of Tulare County. TCOE takes an active role in promoting life-long learning opportunities that promote healthy and productive lives through multiple programs. TCOE is structured with multiple divisions. Each division has developed out of a specialized need in the county that was not met by other services provided. In addition to education; TCOE’s role in the County has grown to include substance abuse prevention, bullying prevention, tobacco education, and school violence prevention through the CHOICES Program; the Prevention Division at TCOE. For the past five years CHOICES has been the lead agency in a Substance Abuse and Mental Health Services Administration (SAMHSA) Drug Free Community Support Grant targeting the reduction of tobacco, alcohol, and marijuana use across Tulare County. Additionally, TCOE was the provider of a successful Tobacco Use Prevention Education (TUPE) Grant serving 32 school districts in Tulare County. TCOE is committed to the reduction of tobacco use in Tulare County and in partnership with the Tulare County Sheriff’s Department has developed a plan to reduce tobacco sales to minors and increase youth understand of the long-term harm from tobacco use. Tulare County has a population of 465,493 residents. According to the 2017 US Census Bureau estimates 31.2% of these residents are under the age of 18 and 24.7% live in poverty. The poverty rate in Tulare County is almost 2 times that of the national average (12.7%). Tulare County residents are 64.1% Hispanic, 26.3% White (Not Hispanic), 2.2% African American, 2.8% Native American, 4.4% Asian, and 0.2% Pacific Islander.

### **b. Funding Requested – Dollar amount requested. The Proposal should include a breakdown of funds requested by fiscal year.**

TCOE is requesting \$1,621,364 for the 32-month grant period to provide services to multiple school districts in the rural regions of Tulare County. The costs include (3) Full-Time Specialists to provide evidence-based tobacco education and training at an amount of \$286,153 in Year One, \$300,396 in Year Two, and \$200,276 for the 8 months of Year Three for salary and benefits. Costs also include \$200,000 annually for each of the three years year for the required extra-duty pay for Tulare County Sheriff’s Officers to provide enforcement and education. The Project is requesting \$20,000 in Year One, \$20,000 in Year Two, and \$13,333 for the 8 months of Year Three for office, training, and tobacco education supplies. Travel costs have been included for local mileage across Tulare County and for annual tobacco education training for the three (3) program staff at the amount of \$12,500 in Year One and \$12,500 in Year Two, and \$4,999 for the 8 months of Year Three. Other expenses include \$9,500 annually for vehicle maintenance, copier lease costs, and facility fees. Included in other expenses are consulting and professional services for evaluation to utilize an independent evaluator to measure outcomes and program fidelity; these costs are budgeted at \$13,000 for Year One, \$13,000 in Year Two, and \$10,000 for the 8 months of Year Three. TCOE has included an indirect cost rate of 5% to assist in the

administration of the Project; these costs total \$27,045 in Year One, \$27,757 in Year Two and \$22,405 in Year Three.

**c. Goals and Objectives – List the goals and objectives of your project.**

**Goal 1: Reduce rural tobacco use in Tulare County.**

*Objective 1:* Hire three Prevention/Intervention Specialist with responsibilities to coordinate with identified schools for prevention education implementation and training. Coordinate/provide merchant tobacco-related enforcement and education training opportunities.

*Objective 2:* Provide extra-duty pay for Tulare County Sheriff's Department officers with responsibilities and training for tobacco-related enforcement and outreach.

*Objective 3:* Provide Botvin's Life Skills and/or Towards No Tobacco Use; evidence-based model programs recognized the National Registry of Evidence-Based Prevention Programs and Substance Abuse and Mental Health Services Administration as effective in tobacco reduction for southwest rural Tulare County youth, 2,100 students grades 6-8 annually.

*Objective 4:* Conduct 125 tobacco-related awareness/outreach activities at schools and school events (assemblies, tobacco-free presentations, after-school events, sports, etc..).

**Goal 2: Reduce tobacco sales to youth in Tulare County.**

*Objective 5:* Objective 2: Conduct 60 retailer education classes focusing on furnishing tobacco products to minors.

*Objective 6:* Conduct 125 tobacco-related enforcement operations targeting licensed retailers.

**d. Measurable outcomes – Describe your agency's anticipated method or methods to measure the success achieved through the use of these grant funds.**

**Goal 1: Reduce rural tobacco use in Tulare County.**

Outcome 1: 15% decrease in past 30-day tobacco use by participants annually; as measured by Pre/Post Surveys administered with students participating in Botvin's Life Skills and/or Toward No Tobacco Use.

Outcome 2: 10% increase in perception of harm from tobacco use by participants annually; as measured by Pre/Post Surveys administer with students participating in Botvin's Life Skills and/or Toward No Tobacco Use.

Outcome 3: 5% reduction in tobacco related referrals on school sites annually; as measured by student disciplinary referrals.

**Goal 2: Reduce tobacco sales to youth in Tulare County.**

Outcome 4: 9% annual increase in students indicating acquiring tobacco has become more difficult; as measured by Year One California Health Kid Survey (CHKS) data (baseline) compared to Year Two CHKS (9%) data and Year Three CHKS (18%) data (post-intervention).

Outcome 5: 35% increase in the number of retailers with current prevention focused tobacco training by the end of Year Three; as measured by Retailer Surveys in Year One and Training Records.

Outcome 6: **100%** increase in Tobacco-related enforcement operations by the end of Year Three; as measured by comparison to the 2017-2018 pre-award period as baseline utilizing county law enforcement records of enforcement operations.

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

Tulare County is a rural and economically disadvantaged county within the Central Valley of California. Evidence indicates that economically disadvantaged residents of rural populations have higher use rates of tobacco than residents of urban or suburban communities; while at the same time have far less access to tobacco education, prevention, and health care services (U.S. Department of Health and Human Services 2007). The rural communities of Tulare County have limited access to multiple services in addition to tobacco prevention and education and as a result has the second highest rate of youth tobacco use in the state of California. There are rural communities that have no police department and rely on the County Sheriff's Department. The distance between a substation and the most rural areas of the county may extend more than 30 miles. These communities have limited law enforcement presence and no tobacco enforcement operations. To address high use of youth tobacco use in Tulare County and the most rural areas of Tulare County grant funding will be utilized to address enforcement and education in these areas.

**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.**

Tulare County has the second highest rate of youth tobacco use in the state and is a specific problem location in need of services targeting youth tobacco use. In 2016 and 2018 Tulare County was given a "Failing" grade by the American Lung Association State of Tobacco Control – California Local Grades Report. The lack of services and economic disparities that face rural communities have been linked in multiple studies to be indicative of higher rates of tobacco use than in urban and suburban communities. Evidence also indicates that through evidence-based practices and effective strategies the tobacco use rates can be reduced in communities that are both rural and impoverished. To reduce youth tobacco use TCOE has partnered with the Tulare County Sheriff's Department to address the identified needs. The Project will serve all of Tulare County, with the focus on the rural regions through the five Sheriff Department Substations. Funding will allow officers from the substations to provide annual educational assemblies for students and education for parents and teachers through the five sub-stations. The sub-stations and the targeted schools are:

*Culter Orosi (North County)* – Stone Corral Elementary, Monsun Sultana Elementary, Kings River Elementary, and Traver Elementary.

*Visalia (East County)* – Three Rivers Elementary, Woodlake USD, Ivanhoe Elementary, and Elbow Creek Elementary.

*Visalia Headquarters (Central)* – Goshen Elementary and Tulare City Middle Schools.

*Pixley (South County)* – Pixley Junior High School, Alpaugh Junior High School, Earlimart Middle School, Pleasant View and Tipton Elementary.

*Porterville (South East)* - Alta Vista Elementary, Ducor, Hope, Sunnyside, Woodville and Richgrove.



The three Specialists will be assigned to the schools with in the South East, North County, and Central regions of the county to deliver the evidence-based model as proposed.

**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.**

The Tulare County Office of Education (TCOE) is requesting funding to achieve two goals in rural areas of southwest Tulare County. These goals are: 1) To reduce youth use of tobacco; and 2) Reduce tobacco sales to youth in Tulare County. TCOE has partnered with the Sheriff's Department prior to submitting this application to ensure there is no conflict and that all parties are in agreement with the goals, objectives and strategies. Upon funding, TCOE will establish a formal agreement with the Sheriff's Department. TCOE's strategy will be to integrate additional hours of law enforcement into areas of the county that are in high need. Each of the five sub-stations will serve multiple campuses, provide safety and security, campus policing and enforcement of tobacco laws, school event policing and enforcement of tobacco laws. TCOE combine this increased enforcement with prevention education providers that would provide Botvin's Lifeskills and/or Towards No Tobacco Use Curriculums at the targeted campuses to students. Additionally, TCOE would provide vendor/merchant in the 20-mile radius of schools and communities to increase awareness of legal requirements with a prevention focused message. This approach of increased enforcement coupled with increased education is indicated to be effective by SAMHSA.

**b. Objectives should be measurable, concise, deal with a specific item, and be realistic with a reasonable probability of achievement.**

TCOE has identified six (6) objectives and six (6) outcomes for the two (2) Project goals. Each Objective is quantifiable and with a targeted number to be achieved each year of the Project. Additionally, careful review was made to ensure each targeted objective was reasonable and achievable. Further, each of the Project's targeted outcomes is measurable and included an identified data source for pre-intervention and post-intervention collection to determine whether the intervention was successful in achieving the targeted outcome.

*Objective 1:* Hire three Prevention/Intervention Specialists with responsibilities to coordinate with identified schools for prevention education implementation and training.

Coordinate/provide merchant tobacco-related enforcement and education training opportunities.

*Objective 2:* Provide extra-duty/overtime for law enforcement officers with responsibilities and training for tobacco-related enforcement and outreach.

*Objective 3:* Provide Botvin's Life Skills and/or Towards No Tobacco Use; evidence-based model programs recognized the National Registry of Evidence-Based Prevention Programs and Substance Abuse and Mental Health Services Administration as effective in tobacco reduction for rural Tulare County youth, 2,100 students grades 6-8 annually.

*Objective 4:* Conduct 125 tobacco-related awareness/outreach activities at schools and school events (assemblies, tobacco-free presentations, after-school events, sports, etc..).

*Objective 5:* Objective 2: Conduct 36 retailer education classes focusing on furnishing tobacco products to minors.

*Objective 6:* Conduct 125 tobacco-related enforcement operations targeting licensed retailers.

Outcome 1: 15% decrease in past 30-day tobacco use by participants annually; as measured by Pre/Post Surveys administered with students participating in Botvin's Life Skills and/or Toward No Tobacco Use.

Outcome 2: 10% increase in perception of harm from tobacco use by participants annually; as measured by Pre/Post Surveys administered with students participating in Botvin's Life Skills and/or Toward No Tobacco Use.

Outcome 3: 5% reduction in tobacco related referrals on school sites annually; as measured by student disciplinary referrals.

Outcome 4: 9% annual increase in students indicating acquiring tobacco has become more difficult; as measured by Year One California Health Kid Survey (CHKS) data (baseline) compared to Year Two CHKS (9%) data and Year Three CHKS (18%) data (post-intervention).

Outcome 5: 35% increase in the number of retailers with current prevention focused tobacco training by the end of Year Three; as measured by Retailer Surveys in Year One and Training Records.

Outcome 6: 100% increase in Tobacco-related enforcement operations by the end of Year Three; as measured by comparison to the 2017-2018 pre-award period as baseline utilizing county law enforcement records of enforcement operations.

**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.**

TCOE has partnered with the Tulare County Sheriff's Office. TCOE will be the fiscal agent. The Project has budgeted \$40,000 per substation annually for Sheriff Department to provide extra-duty pay for officers (including detectives, sergeants, and drug task force officers) to provide increased enforcement of tobacco-related operations and at the targeted campuses and communities. Each of the five substations will serve as a hub for Project Operations and target the identified geographic areas of the county to increase awareness and enforcement. Grand funding for officer pay shall include: 1) School Safety; 2) Campus Policing (including enforcement of tobacco laws); 3) Policing school events (including enforcement of tobacco laws); 4) Collaborative Outreach, Compliance Checks, and Enforcement of tobacco laws.

**i. If hiring new personnel, your budget projections should reflect the approximate hiring date of any new personnel funded by this grant.**

The Education Specialists are new positions. Recruitment and hiring would begin upon notification of grant award. TCOE is projecting LEO's to be hired by November 1, 2018.

**b. Include unit/division that will be responsible for the grant.**

The grant will be administered by the Tulare County Office of Education's, CHOICES Program.

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

Costs Per Fiscal Year (July 1 - June 30)

**A. Personal Services**

**Salaries**

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Specialist, Prevention/Intervention (1 FTE)	\$4,545.00/monthly (18/19); Add a 5% COLA for (19/20) & (20/21)	\$ 22,725	\$ 57,267	\$ 60,130
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ 22,725	\$ 57,267	\$ 60,130

**Overtime**

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ -	\$ -	\$ -

**Benefits**

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Specialist, Prevention/Intervention (1 FTE)	PERS; MEDI, HW, SUI, WC, OPEB%, OPEB	\$ 16,065	\$ 40,484	\$ 42,508
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ 16,065	\$ 40,484	\$ 42,508
<b>TOTAL PERSONAL SERVICES</b>		\$ 38,790	\$ 97,751	\$ 102,638

**B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)**

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Materials/Supplies	Office Supplies/Evidence-Based Curriculum	\$ 14,422	\$ 22,030	\$ 22,030
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ 14,422	\$ 22,030	\$ 22,030

**TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL**

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

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ -	\$ -	\$ -

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

Description and Destination	Computation	FY 2018-19	FY 2018-19	FY 2020-21
Specialist, Mileage	Federal IRS Rate (0.53/per mile) appx 393 miles/month x 1 FTE	\$ 1,041	\$ 2,499	\$ 2,499
				\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ 1,041	\$ 2,499	\$ 2,499

\*Travel rates must adhere to State rules and limits.

**E. Other Expenses**

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Tulare County Sheriff Department	Overtime- \$12,000 monthly per sub station (5 substations)	\$ 60,000	\$ 144,000	\$ 144,000
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ 60,000	\$ 144,000	\$ 144,000

**F. Administrative Costs\***

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Administrative Cost	5% of Budget Total	\$ 5,910	\$ 14,195	\$ 14,195
		\$ -	\$ -	\$ -
<b>TOTAL</b>		\$ 5,910	\$ 14,195	\$ 14,195

\*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 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>Total Request</b>
<b>A. Personal Services</b>	\$ 38,790	\$ 97,751	\$ 102,638	\$ 239,179
<b>B. Operating Expenses</b>	\$ 14,422	\$ 22,030	\$ 22,030	\$ 58,482
<b>C. Equipment</b>	\$ -	\$ -	\$ -	\$ -
<b>D. Travel/Registration</b>	\$ 1,041	\$ 2,499	\$ 2,499	\$ 6,039
<b>E. Other Expenses</b>	\$ 60,000	\$ 144,000	\$ 144,000	\$ 348,000
<b>F. Administrative Costs</b>	\$ 5,910	\$ 14,195	\$ 14,195	\$ 34,300
<b>TOTAL PROJECT COSTS</b>	\$ 120,163	\$ 280,475	\$ 285,362	\$ 686,000

**DOJ TOBACCO GRANT PROGRAM**  
**2018-2019**  
**GRANTEE HANDBOOK**  
**DOJ-PROP56-2018-19-1**



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



**HANDBOOK FOR GRANTS MADE BY THE DEPARTMENT OF JUSTICE TO  
LOCAL 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 agencies within the State of California are eligible to receive funds. Local agencies that have authority to enforce 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 and Joint Applications**

An eligible agency may submit one or more Applications.

An eligible agency may submit one or more Joint Applications.

An eligible 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.
- (d) Applications received from applicants that meet the Eligibility Criteria and the Application Requirements will undergo a Merits Review.
- (e) Department staff shall submit the results of the Administrative Review to the Attorney General and/or his delegate.

### **Merits Review**

- (a) Applications that satisfy the Administrative Review shall be reviewed by a merits review committee according to evaluation and scoring criteria set forth here and in the Request for Proposals.
- (b) The merits review committee shall provide its scoring and 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 committee 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 and in the Request for Proposals.
  - (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.
- (d) An applicant may appeal a denial or a reduction in the amount awarded.

### **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 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.
  - (5) Denial of an Application in whole or in part.
- (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 remedy sought by the appellant.
  - (7) Contact information for the appellant, in the event the Department seeks additional information.
  - (8) 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) Staff will review the appeal and submit a recommendation to the Attorney General or designee. The Attorney General or designee will make the final decision regarding the appeal.

(g) The Department shall issue a decision on the appeal no later than 60 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.

(h) A successful appeal may be remedied either during the course of the current funding cycle or in a subsequent funding cycle that may be during the course of the following fiscal year.

## **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 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 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 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.