

*Fresno County
Sheriff-Coroner's Office*

Sergeant Kent M. Jones
Special Investigations Division/VICE
(559) 753-0050
Kent.jones@fresnosheriff.org

MEMORANDUM OF UNDERSTANDING

with the

California Department of Justice

June 1, 2018 – June 30, 2020

I PURPOSE

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

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

The DOJ grants to Grantee \$321,570, (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
Attn: Shannon Patterson
1300 I Street, Suite 1140
Sacramento, CA 95814
TobaccoGrants@doj.ca.gov
(916) 210-7418

III BUDGET

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

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

IV COST REIMBURSEMENT/INVOICING

DOJ agrees to reimburse Grantee, in arrears, for Grantee's actual expenditures in performing the Scope of Work, upon receipt of invoices from Grantee and approval of the invoices by DOJ. Grantee will submit only one (1) invoice each month for items included in the Budget, included

completed travel and training, if applicable. The Grantee is required to ensure that all vendor deliverables are accepted and approved, equipment delivered, travel completed, and administrative activities performed. Invoiced amounts may not exceed the costs specified in the approved Budget.¹

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 15th calendar day following the month of expenditure. (Example, a purchase made on June 2nd would require invoice to be received by the DOJ no later than July 15th).

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

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

V BUDGET CONTINGENCY CLAUSE

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

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

VI QUARTERLY REPORTING REQUIREMENTS

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

- 1) January 1 through March 31: Due April 15

¹ Approved Budget included under Attachment 1.

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

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

VII ADMINISTRATION AND AUDIT

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

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

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

VIII GRANTEE CONTACT INFORMATION

Kent Jones, Sergeant
 County of Fresno Sheriff-Coroner's Office/Vice Intelligence Unit
 2200 Fresno Street; Fresno, CA 93721
 (559) 600-8008
 E-Mail: Kent.Jones@fresnosherriff.org

Kevin Lolkus, Lieutenant
 County of Fresno Sheriff-Coroner's Office/Narcotics Unit
 2200 Fresno Street; Fresno, CA 93721
 (559) 600-8723
 E-Mail: Kevin.Lolkus@fresnosherriff.org

June Mayeda, Supervising Accountant
 County of Fresno Sheriff-Coroner's Office/Business Office
 2200 Fresno Street; Fresno, CA 93721
 (559) 600-8575
 E-Mail: June.Mayeda@fresnosherriff.org

Baldomero Berber, Business Manager
 County of Fresno Sheriff-Coroner's Office/Business Office
 2200 Fresno Street; Fresno, CA 93721
 (559) 600-8036
 E-Mail: Baldomero.Berber@fresnosheriff.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.

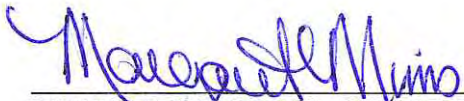
Assignment- This MOU is not assignable by Grantee in whole or in part.

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. .


MARGARET MIMS, SHERIFF-CORONER
 of the County of Fresno

6/19/18
 Date

ATTEST:
 BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California
 By Susan Bishop
 Deputy


SAL QUINTERO, CHAIRPERSON
 of the County of Fresno

7-10-18
 Date


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

7/23/18
 Date



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

7/23/18

Date



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

7/24/18

Date

ATTACHMENT 1

Approved Budget

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

Costs Per Fiscal Year (July 1 - June 30)

A. Personal Services**Salaries**

Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ -		\$ -
		\$ -	\$ -	
SUBTOTAL		\$ -	\$ -	\$ -

Overtime

Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Sheriff's Sergeant(s) at step 9	Estimated overtime for 375 hours @ \$78.75/hour from July 1, 2018 to June 30, 2019 = \$28,781.25, rounding down to \$28,781	\$ -	\$ 28,781	\$ -
Deputy Sheriff I's at step 9	Estimated overtime for 1,606 hours @ \$64.36/hour from July 1, 2018 to June 30, 2019 = \$98,881.80, rounding up to \$98,882	\$ -	\$ 98,882	\$ -
Community Service Officer, step 9	Estimated overtime for 375 hours @ \$31.64/hour from July 1, 2018 to June 30, 2019 = \$11,827.50, rounding up to \$11,828	\$ -	\$ 11,828	\$ -
Sheriff's Sergeant(s) at step 9	Estimated overtime for 375 hours @ \$80.58/hour from July 1, 2019 to June 30, 2020 = \$30,247.50, rounding up to \$30,248	\$ -	\$ -	\$ 30,248
Deputy Sheriff I's at step 9	Estimated overtime for 1,606 hours @ \$67.68/hour from July 1, 2019 to June 30, 2020 = \$107,828.30, rounding down to \$107,828	\$ -	\$ -	\$ 107,828
Community Service Officer, step 9	Estimated overtime for 375 hours @ \$33.20/hour from July 1, 2019 to June 30, 2020 = \$12,450	\$ -	\$ -	\$ 12,450
SUBTOTAL		\$ -	\$ 137,471	\$ 144,526

Benefits

Classification/Positions	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Overtime	OASDI @ 7.65%; 2018-19 - \$137,471 * 0.0765 = \$10,616.83 round up to \$10,617	\$ -	\$ 10,617	\$ -
Overtime	OASDI @ 7.65%; 2019-20 - \$144,526 * 0.0765 = \$11,066.23 round down to \$11,066	\$ -	\$ -	\$ 11,066
TOTAL PERSONAL SERVICES		\$ -	\$ 147,988	\$ 155,592

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

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
Buy Money for investigations		\$ -	\$ 1,500	\$ 1,500
Undercover inspections of retail locations		\$ -	\$ 2,500	\$ 2,500
TOTAL		\$ -	\$ 4,000	\$ 4,000

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
To be determined		\$ -	\$ 2,600	\$ 2,600
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ 2,600	\$ 2,600

Description and Destination	Computation	FY 2017-18	FY 2018-19	FY 2019-20
DOJ sponsored meetings & seminars	Estimated costs for applicable registration fees, lodging and per diem at GSA rates	\$ -	\$ 2,500	\$ 2,500
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
*For DOJ-sponsored events only. Travel will only be reimbursed under the current state rule TOTAL		\$ -	\$ 2,500	\$ 2,500

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

Description	Computation	FY 2017-18	FY 2018-19	FY 2019-20
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

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

ATTACHMENT 1

TOBACCO LAW ENFORCEMENT GRANT BUDGET DETAIL

SUMMARY				
Budget Category	FY 2017-18	FY 2018-19	FY 2019-20	Total Request
A. Personal Services	\$ -	\$ 147,968	\$ 155,582	\$ 303,570
B. Operating Expenses	\$ -	\$ 4,000	\$ 4,000	\$ 8,000
C. Equipment	\$ -	\$ 2,500	\$ 2,500	\$ 5,000
D. Travel/Registration	\$ -	\$ 2,500	\$ 2,500	\$ 5,000
E. Other Expenses	\$ -	\$ -	\$ -	\$ -
F. Administrative Costs	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT COSTS	\$ -	\$ 158,968	\$ 184,582	\$ 321,570

REQUEST FOR PROPOSAL

**TOBACCO LAW ENFORCEMENT GRANT
PROGRAM**

2017-2018

REQUEST FOR PROPOSALS

DOJ-PROP56-2017-18-1



XAVIER BECERRA
Attorney General

OFFICE OF THE ATTORNEY GENERAL

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I. GENERAL INFORMATION

A. Introduction

This Request for Proposals (RFP) furnishes grant applicants with the following:

- Procedures for preparing grant proposals
- Sample budget form

Once an RFP is issued, staff in the Office of the Attorney General, Department of Justice (DOJ) may only answer technical questions about the RFP and Grantee Handbook. DOJ staff may not assist applicants with the preparation of their proposals.

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

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

B. Submission of Proposals

THE FINAL DEADLINE FOR RECEIPT OF ALL PROPOSALS IS:

DATE: MARCH 23, 2018

TIME: 5:00 p.m.

Mail or deliver proposals in an envelope to:

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

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

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

All grant applicants must strictly adhere to the following:

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

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

C. Funding Duration

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

D. Resolution from Governing Body

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

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

E. Proposal Components

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

- ☐ Proposal Cover Sheet
- ☐ Scope of Work
- ☐ Budget Detail

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

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. If this person differs from the grant contact person, a separate signature line must be included with his/her contact information and signature. 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. Do not reduce standard 12-point font or standard paper size of 8 1/2" by 11". Reduction in print or paper size will be considered a violation of mandatory criteria and the proposal will be disqualified. When preparing the proposal, follow the format below and address each of the following five areas.

i. Summary

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

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

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

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

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

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

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

v. Budget

a. Budget Detail

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

b. Other Funding Sources

- i. 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

- i. All submissions will be provided with an administrative review to ensure that all requirements are met under Sections I and II. This administrative review will render a pass/fail score.

B. Merit Review

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

C. Selection

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

IV. PROCESSING GRANT AWARDS

A. Notification of Grant Award

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

V. DOJ'S PROP 56 SAMPLE GOALS AND OBJECTIVES

DOJ provides the following sample goals and objectives to help guide applicants and give ideas upon which to build. Applicants should 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 at least _____ "shoulder tap" or other operations involving the furnishing of tobacco products to minors from non-commercial sources.
- Conduct at least _____ local tobacco retail license inspection operations.
- Conduct at least _____ operations involving the sale of single cigarettes ("loosies").
- Conduct at least _____ 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, playgrounds or school zones, etc.
- Prepare a written evaluation of the existing system of recording and transmitting reports regarding compliance, citations, warnings, convictions, arrests, 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 at least _____ times.
- Provide roll call training on tobacco-related issues for all sworn personnel on a regular and continual basis.
- Prosecute at least _____ tobacco-related citations.
- 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. Factors that applicants may wish to consider include the total number of tobacco retailers, the number of retailers per capita, rates of non-compliance with laws relating to sale to minors, population density, differential smoking rates, and concentrations of young people in particular areas.

GRANTEE HANDBOOK

TOBACCO LAW ENFORCEMENT GRANTS
2017-2018
GRANTEE HANDBOOK



XAVIER BECERRA
Attorney General
OFFICE OF THE ATTORNEY GENERAL

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

All items contained in this handbook are subject to change.

Eligibility

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

Applications

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

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

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

Joint Applications

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

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

Competitive Process

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

Administrative Review

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

Merits Review

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

Evaluation Criteria for Merits Review

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

Recommendation for Funding

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

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

Award Notification

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

Grant Agreement

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

Joint Grant Agreement

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

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

Prior Approval Required

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

Access

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

Performance Compliance and Responsibility

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

Financial Compliance

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

Reports

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

Use of Program Income

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

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

Procurement of Goods or Services

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

Use of Contractors

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

Administrative Costs

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

Program Costs

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

Records of Tobacco Products

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

Travel

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

Meals, Incidentals, Lodging Expenses While Traveling

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

Equipment Property Records

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

Records Retention; Access

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

Remedies for Noncompliance

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

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

Closeout

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

Allowable Costs; Reasonable Costs; Allocable Costs

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

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

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

Appeals

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

Definitions

The following definitions apply:

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

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

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

GRANT APPLICATION

**TOBACCO LAW ENFORCEMENT
GRANT PROGRAM**

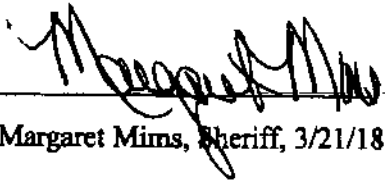
DOJ-PROP56-2017-18-1

PROPOSAL COVER SHEET

SUBMITTED BY:

Fresno County Sheriff-Coroner's Office
Special Investigations Division/ VICE
Sergeant Kent M. Jones/ (559) 753-0050

Authorized Signatures:



Margaret Mirns, Sheriff, 3/21/18



Thomas Trester, Business Manager, 3/21/18



Jennifer Horton, Captain, 3/21/18



Kevin Lolkus, Lieutenant, 3/21/18

RECEIVED

MAR 22 2018

Division of Law Enforcement
Office of the Chief

SCOPE OF WORK

SUMMARY

The Fresno County Sheriff-Coroner's Office is a full service professional law enforcement agency which has been protecting the citizens of Fresno County since 1856. Since that time, the Office of the Sheriff has evolved into a modern law enforcement agency, employing 1,116 employees, 416 being sworn Sheriff's Deputies. These members fall short of the 1244 total positions, 438 of which are sworn Sheriff's Deputies, allocated by the County of Fresno for the Sheriff's -Coroner's Office. In 2015, the County Coroner's Office was integrated with the Sheriff's Office, with full authority of the Coroner's Office being turned over to the Sheriff. The Fresno County Sheriff-Coroner's Office is organized into seven bureaus which are: Patrol Bureau, Detective Bureau, Operations Support Bureau, Administrative Services, Jail Operations Bureau, Jail Administration & Programs Bureau and Jail Medical & Services Bureau. The members of the Fresno County Sheriff-Coroner's Office are responsible for providing public safety services to an area covering approximately 6,000 square miles. The County of Fresno, located within the Central San Joaquin Valley, is bordered by the mountains of the Sierras to the east and the mountains of the Pacific Coast Ranges to the west. In between you will find wide open swathes of rich agricultural land, with both small and large municipalities. With a population of approximately 979,915 residents, Fresno County's demographics are as diverse as the landscape and consist of the following ethnic backgrounds: 52% Hispanic or Latino, 30% Caucasian, 10% Asian, 6% African-American and 2% American Indian.

Within Fresno County, there are a total of 140 On-Sale licensed tobacco establishments in operation throughout the numerous incorporated and unincorporated cities of Fresno County (Excluding those establishments that fall within the City of Fresno and Clovis). This number can be further broken down to strictly the unincorporated areas of Fresno County directly patrolled by the Fresno County Sheriff-Coroner's Office. The Fresno County-Sheriff Coroner's Office is in a unique position to assist the smaller law enforcement agencies of the many incorporated cities with conducting tobacco related investigations because of our long-standing close working relationship with these agencies. Some of the Chiefs from these agencies have come from the Fresno County Sheriff-Coroner's Office and have reached out directly to the Vice/Intelligence Unit to conduct operations related to under age purchasing of tobacco or alcohol within their cities.

The Fresno County Sheriff-Coroner's Office is requesting funding in the amount of \$325,000 for the 2018-2019/2019-2020 fiscal years. A fiscal year breakdown of funds of \$157,000 for fiscal year 2018/2019 and \$165,000 for fiscal year 2019/2020 all to be worked on overtime. This funding would allow the Fresno County Sheriff-Coroner's Office to conduct numerous operations throughout the County of Fresno. Programs will include, but are not limited to, enforcement of state and local laws related to the illegal sales and marketing of tobacco to minors through investigative activities and compliance checks targeted towards the reduction of the sales of cigarettes and tobacco products to youth under the age of 21. An important objective will be to conduct presentations at local high schools and universities for our 2018/2019 & 2019/2020 DOJ's Proposition 56 Grant Program. Additionally, the Fresno County Sheriff-Coroner's Office will continue to liaison with local law enforcement agencies to supplement their limited personnel and resources to effectively police the 140 Tobacco licensees and address identified problem locations.

If the Fresno County Sheriff-Coroner's Office is to be awarded the DOJ's Proposition 56 Grant, the success of the goals and objectives of this grant would be captured by statics gathered during the enforcement and education operations achieved. Prevention of tobacco sales to minors will be measured by comparing citation statistics quarterly, throughout the grant period. We believe that since the County of Fresno has seen limited tobacco enforcement since 2010, the 140 On-Sale licensed establishments will be more likely to sell

SCOPE OF WORK

tobacco products to undercover minor decoys. Through business education programs and enforcement, the Fresno County Sheriff-Coroner's Office believes they can show a continued decrease in illegal sales of tobacco products through the communities of Fresno County during the period time with this grant.

PROBLEM STATEMENT

The County of Fresno is vast with many incorporated municipalities separated by expansive stretches of rural agricultural or mountainous regions. There are also several unincorporated population centers such as Calwa, Caruthers, Del Rey, Easton, Laton, Malaga, Riverdale and Prather that are rife with tobacco licensed establishments. In addition to the licensed establishments in these areas, each one these areas have their own school districts where tobacco prevention programs can be instilled and presented to the student body within those districts.

The Fresno County Sheriff-Coroner's Office has recovered slowly from the economic downturn of the past several years. Despite staffing levels within the Fresno County Sheriff-Coroner's Office gradually increasing, the Special Investigations Division, which includes the Vice/Intelligence Unit would benefit from a grant of this kind to help with tobacco prevention and enforcement that has not been touched since 2010. The Vice/Intelligence Unit of the Fresno County Sheriff-Coroner's Office has been requested to specifically address tobacco violations by many of the smaller agencies in the incorporated cities within the County. Without the support of DOJ's Proposition 56 Grant Program, the Vice/Intelligence Unit would not be able to continue to provide the same level of assistance to these outlying agencies resulting in a lapse of supervision amongst the numerous licensed tobacco establishments within both the incorporated and unincorporated areas of Fresno County.

The provision of funding from the DOJ's Proposition 56 Grant Program would have a huge impact for the citizens of Fresno County. The Fresno County Sheriff-Coroner's Office would be better equipped to maintain an aggressive and proactive response to tobacco related crimes, which in turn, results in a reduction or deterrence of other associated crimes. The Fresno County Sheriff-Coroner's Office Vice/Intelligence Unit would be afforded the opportunity to further conduct undercover operations, assist and educate local allied agencies, perform Minor Decoy & Shoulder Tap Operations, inspections for licensed or un-licensed business and develop intelligence related to possible black market or "Underground" sales of tobacco. The Fresno County Sheriff-Coroner's Office is respectfully petitioning the resources necessary to properly address these problems.

The Fresno County Sheriff-Coroner's Office for years has not been a working partner with the County of Fresno Health Department's Tobacco Prevention Coalition. With the availability of the DOJ's Proposition 56 Grant Program, The Fresno County Sheriff-Coroner's Office will have the opportunity to go into an area of "un touched waters" with the illegal issues that come with tobacco sales and the preventative use of the substance. The Coalition is a network of diverse agencies and motivated individuals who assist in the development and implementation of tobacco control interventions. The Fresno County Tobacco-Free Coalition is dedicated to the reduction of tobacco use, secondhand smoke exposure and tobacco smoke residue exposure through efforts which include health education, tobacco cessation resources and referral, along with the promotion of smoke-free policies and environmental change. The goals of the Fresno County Tobacco-Free Coalition is something the Fresno County Sheriff-Coroner's Office would be able to be a part of, and team up to help the Coalition with its mission and achievement of specific goals, which include: Reduced exposure to secondhand smoke, tobacco

SCOPE OF WORK

smoke residue (third hand smoke) and tobacco waste, Providing tobacco cessation referrals for Fresno County residents, increase the number of smoke-free public places, outdoor worksites, colleges, and outdoor events, reduce the availability of tobacco products to the youth. Limit tobacco promoting influences in Fresno County, and developing culturally, linguistically, and ethnically appropriate tobacco education materials.

PROJECT DESCRIPTION

DOJ's Proposition 56 Grant Program funding would enable the Fresno County Sheriff-Coroner's Office to focus on and significantly address tobacco related problems throughout the incorporated and unincorporated areas of Fresno County. The methods and strategies implemented will be utilized throughout the two fiscal year grant period and will consist of proven tactics to enforce criminal and regulatory laws. The specific goals and objectives to be achieved during the 2018-2019 & 2019-2020 tobacco project consist of the following:

1. Identify and target problematic retailers of tobacco products.
2. Conduct 60 tobacco-related enforcement operations targeting licensed retailers.
3. Conduct 60 post-enforcement operations targeting licensed retailers that previously violated statutes or ordinances.
4. Conduct 60 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.
5. Survey and conduct 30 enforcement operations targeting hookah bars and lounges, particularly relating to sale or service to minors or in areas near college campuses.
6. Conduct at least 60 "shoulder tap" or other operations involving the furnishing of tobacco products to minors from non-commercial sources.
7. Conduct at least 140 local tobacco retail license inspection operations.
8. Conduct at least 45 operations involving the sale of single cigarettes ("loosies").
9. Conduct at least 30 operations involving the sale of tobacco products in violation of local ordinances, e.g., flavored products, minimum pack size, coupons, samples, etc.
10. Conduct 4 retailer education classes focusing on furnishing tobacco products to minors.
11. Organize the Installation of 20 signs regarding tobacco-related regulations, e.g., no smoking signs in parks, playgrounds or school zones, etc.
12. Increase communication and involvement with students and youth by meeting with student and youth organizations, schools and/or colleges at least 20 times.
13. Provide roll call training on tobacco-related issues for all sworn personnel on a regular and continual basis.
14. Prosecute at least 30 tobacco-related citations.
15. Develop and implement a retailer diversion program for tobacco-related violations.
16. Develop and implement awareness for Electronic smoking devices (ESD's).

All of the goals and objectives described above would not reach their full potential without first establishing a close working relationship with the Fresno County District Attorney's Office. Detectives with the Vice/Intelligence Unit would reach out to the District Attorney's Office to discuss how best to achieve a successful prosecution and ensure these cases were handled efficiently. Detectives would meet with the Consumer Protection Division of the District Attorney's Office and work together, to streamline the filing process to achieve a successful conviction rate. An additional benefit to working with the Consumer Protection

SCOPE OF WORK

Division is that they would be able to file civil actions against the businesses for any criminal Business & Professions Codes violations. This would result in a second layer of deterrence that would put business owners on notice that such violations would not be tolerated in the County of Fresno. The Vice/Intelligence Unit will continue to work in partnership with the DA's Office Consumer Protection Division in order to safeguard that all of the hard work results in a positive case disposition.

The members of the Vice/Intelligence Unit will develop a strong working relationship with the Fresno County's Health Department's Tobacco prevention Office. Vice/Intelligence detectives would work together with agents from the Health Department openly sharing intelligence between the two offices regarding problem locations. In addition to assisting one another operationally, the Vice/Intelligence Unit would cultivate a handful of excellent Minor Decoys during their presentations at local universities (California State University, Fresno) and local high schools within the County of Fresno. Through their work with the Vice/Intelligence Unit, these young volunteers would learn firsthand how law enforcement works. The Vice/Intelligence Unit would train these Minor Decoys and later possibly share them with other Law enforcement agencies within Fresno County who could benefit greatly from their exuberance and solid work ethic.

Another aspect to the County of Fresno and the rest of the world, which poses a unique problem, is the E-cigarette or Vapes uprising. E-cigarettes are officially known as Electronic Smoking Devices (ESDs). They are more commonly called e-cigarettes, e-cigs, e-hookah, or vapes. Preliminary research suggests that ESDs are a safe way to help smokers quit smoking. However, there isn't enough scientific evidence to say if this is true or not. ESD's work by heating a liquid that has nicotine and other chemicals the substance is made up of. Heating the liquid turns it into a vapor. That's what the user inhales and exhales. Some research shows that this vapor includes chemicals that are known to be harmful to the human body. Research has shown that ESDs contain nicotine. Nicotine is what makes tobacco so addictive. It also affects how the brain develops. Because childhood and teen years are times of important brain development, the nicotine in tobacco and ESDs is believed to be especially bad for children and teens. Working in partnership with the Fresno County Tobacco Prevention Program, the Fresno County Sheriff-Coroner's Office will develop a plan to educate young people about the negative consequences that E-cigarettes or Vapes bring upon the human body.

PROJECT PERSONNEL

The Fresno County Sheriff-Coroner's Office Vice/Intelligence Unit will be responsible for implementation, supervision, project reports and evaluation of all aspects of the Tobacco grant project. The staffing required to effectively carrying out the grant activities and objectives will include the Vice/Intelligence Unit sergeant and four detectives. Sergeant Kent M. Jones has supervised the Vice/Intelligence Unit since 2015. Detectives Michael Hernandez (Deputy Sheriff III), Ervin Mathis (Deputy III), Jose Diaz (Deputy III) and Michael King (Deputy III) will be responsible for carrying out the operations required to meet the objectives and goals of the project. Detective Diaz has recently transferred from the Homicide Unit to the Vice/Intelligence Unit and is eager to learn how to conduct these types of investigations.

Through education within the Fresno County Sheriff-Coroner's Office and allied agencies by the Vice/Intelligence Unit, this will act as a force multiplier throughout the County of Fresno to better enforce the laws and regulations pertinent to Tobacco. These efforts will also be supplemented with the help from the Fresno County Tobacco Prevention program and there mission to educate the youth of Fresno County the consequences of tobacco use, in any form it is sold. The experience and professionalism of the Vice/Intelligence Unit can be seen in their track record of successful prosecutions both criminally and civilly.

SCOPE OF WORK

The Vice/Intelligence Unit has the background and proficiency to effectively execute different projects assigned to them and is looking forward to this opportunity if awarded to them.
