



Board Agenda Item 18

DATE: April 14, 2020

TO: Board of Supervisors

SUBMITTED BY: Margaret Mims, Sheriff-Coroner-Public Administrator

SUBJECT: Retroactive Grant Application/Award/Agreement and Memorandum of Understanding (MOU) for Tobacco Law Enforcement Grant Program

RECOMMENDED ACTION(S):

1. **Retroactively approve and authorize the Sheriff-Coroner-Public Administrator's previous submittal of a grant application to the California Department of Justice for the Tobacco Grant Program (\$547,955); and**
2. **Approve resolution authorizing the Chairman to execute a Memorandum of Understanding (MOU) with the California Department of Justice effective July 1, 2020 through June 30, 2023 (\$547,955); and authorize the Sheriff-Coroner-Public Administrator, or their authorized representative, to sign claims for reimbursement, and progress reports.**

There is no additional Net County Cost associated with the recommended actions. The grant application was submitted to the California Department of Justice (DOJ) contingent on your Board's approval. The Sheriff's Office received notification from the DOJ on January 10, 2020 that the Fresno County Sheriff's Office was awarded \$547,955. The Sheriff's Office must submit a signed MOU to the DOJ to receive grant funds. Grant funding will be effective from July 1, 2020 through June 30, 2023. The grant will fund overtime, and operational expenses for grant related enforcement operations to augment the Vice unit's current activities and enable them to expansively target tobacco related issues and crimes in Fresno County. This item is countywide.

ALTERNATIVE ACTION(S):

There is no viable alternative action. Not approving the recommended actions will result in the loss of the Tobacco Law Enforcement Grant awarded for the period of July 1, 2020 to June 30, 2023. This would also negatively impact the enforcement of state and local laws related to the illegal sales and marketing of tobacco to minors.

RETROACTIVE AGREEMENT:

The DOJ's request for grant applications was published on June 17, 2019 with a filing deadline of July 12, 2019. In order to meet the filing deadline, the application was previously submitted to the DOJ contingent on your Board's approval. On January 10, 2020, the Sheriff's Office was notified by the DOJ of the grant award and the application and MOU are being brought to your Board at the first available Board date.

FISCAL IMPACT:

There is no additional Net County Cost associated with the recommended actions. The Sheriff's Office was allocated \$174,251 for FY 2020-21, \$182,514 for FY 2021-22, and \$191,190 for FY 2022-23. There is no

match requirement for the receipt of the funds. Sufficient appropriations and estimated revenues will be included in the Department's FY 2020-21 budget request for Org 3111 and will be included in subsequent budget years.

DISCUSSION:

On July 10, 2018, the Board executed the MOU for Tobacco Law Enforcement Grant Program in the amount of \$321,570, effective from June 1, 2018 through June 30, 2020, to fund overtime and operational supplies to enable the Vice Unit's to expansively target tobacco related issues and crimes in Fresno County.

The provision of funding will continue to allow the Sheriff's Office to conduct minor decoy operations; enforcement operations to ensure retailers and recreational areas are in compliance with State and local laws; and educational classes that will be presented in a variety of formats to educate parents of the different types of E-cigarette and Vape products that are manufactured to be disguised as everyday devices such as "Pen Vapes," and minors will be made aware of how E-Cigarettes and Vaping effect areas of their body, such as their brain. Grant monies will be used to fund overtime, operational costs including purchasing signage, educational brochures, further develop online training/education programs, fixtures and displays for events along with e-cigarette/vape example products, operational costs for Minor Decoy and Enforcement operations, and to purchase truck vaults to organize storage of all necessary supplies and equipment needed while working to meet the goals of the grant.

The MOU contains indemnification language that is not the County's standard indemnification language. The MOU also requires the COUNTY to take responsibility for all liability resulting from the County's activities related to this Grant. Given the value of the Grant, the Sheriff recommends accepting the MOU as written.

REFERENCE MATERIAL:

BAI #34, July 10, 2018

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - MOU with California Department of Justice
On file with Clerk - Resolution
On file with Clerk - Application
On file with Clerk - Grantee Handbook

CAO ANALYST:

Yussel Zalapa