



LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

Administration
Phone: (530) 251-8013
Fax: (530) 251-2884

Dispatch
Phone: (530) 257-6121
Fax: (530) 257-9363

Civil
Phone: (530) 251-8014
Fax: (530) 251-2884

Adult Detention Facility
Phone: (530) 251-5245
Fax: (530) 251-5243

Dean F. Growdon
Sheriff - Coroner

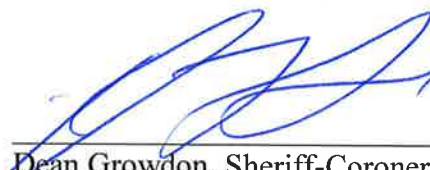
MEMORANDUM

TO: The Honorable Lassen County Board of Supervisors
FROM: Dean Growdon, Sheriff-Coroner
DATE: August 14, 2019
SUBJECT: LCSO Tobacco Enforcement Grant; Acceptance of Funds and Authorization to Sign Grant Documents

Recommendation: That the Lassen County Board of Supervisors authorize the Board Chairman to execute the Resolution of the Board of Supervisors Of Lassen County Approving The Acceptance of funds from the Department of Justice Prop 56 Tobacco Enforcement grant for the purpose of fully funding two 1.0 FTE Deputy School Resource Officer/Tobacco Enforcement Positions and 1.5 FTE Youth Service Officer Positions to implement tobacco prevention programs in schools.

Fiscal Impact: The cost of the Sheriff's Office Tobacco Use Prevention & Enforcement Program will be reimbursed to Lassen County through the grant administered by the Department of Justice Prop 56 Tobacco Enforcement Grant Administration. The Sheriff's Office allocation to Lassen County for fiscal/grant year Department of Justice Prop 56 Tobacco Enforcement grant.

Attachments: The proposed Resolution and Prop 56 Tobacco Enforcement Grant MOU is attached for the Board of Supervisors review and approval dated August 20, 2019



Dean Growdon, Sheriff-Coroner

Cc: Richard Egan, Lassen County Administrative Officer
Diana Wemple, Lassen County Auditor

Lassen County Sheriff's Office

Dean F. Growdon, Sheriff
1415 Sheriff Cady Lane.
Susanville Ca. 96130
530-251-8013
dgrowdon@co.lassen.ca.us

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

This MOU becomes effective upon completion of all signatures, and expires on June 30, 2021.

The DOJ, Tobacco Grant Unit, grants to Grantee \$972,986, (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
Devin.Rodriguez@doj.ca.gov

III BUDGET

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

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.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
Tobacco Grant Unit
1300 I Street, Suite 1140
Sacramento, CA 95814
Devin.Rodriguez@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:

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

¹ Approved Budget included under Attachment 1.

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

Dean F. Growdon, Sheriff
Lassen County Sheriffs' Office
1415 Sheriff Cady Lane. Susanville Ca. 96130
530-251-8013
dgrowdon@co.lassen.ca.us

John Bohl, Captain
Lassen County Sheriffs' Office
1415 Sheriff Cady Lane. Susanville Ca. 96130
530-251-8017
jbohl@co.lassen.ca.us

Lisa Bernard, CSO
1415 Sheriff Cady Lane. Susanville Ca. 96130
530-251-8085
lbernard@co.lassen.ca.us

Regina Mineau, Exec Asst. to Sheriff
 1415 Sheriff Cady Lane. Susanville Ca. 96130
 530-251-8015
 gmineau@co.lassen.ca.us

IX MISCELLANEOUS PROVISIONS

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

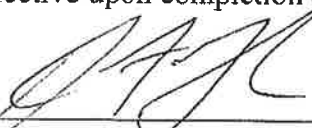
Assignment- This MOU is not assignable by Grantee in whole or in part.

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

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

X AUTHORIZATION

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


 Dean F. Growdon – Lassen County Sheriff
 Lassen County Sheriffs' Office

1/10/19
 Date


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

1/28/19
 Date


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

2/1/19
 Date


 CHRIS RYAN, Chief
 Division of Operations
 California Department of Justice

2/5/19
 Date

Costs Per Fiscal Year (July 1 - June 30)

A. Personal Services**Salaries**

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Deputy Sheriff, Step F, 1.0 FTE	Step F, \$34.52 per hour x 2080 (693 hours yr. 1)	\$ 23,804	\$ 71,413	\$ 71,413
Deputy Sheriff, Step 7, 1.0 FTE	Step C, \$28.10 per hr. yr. 1 x 2080 (508 hours yr. 1) \$30.022 per hr. yr 2	\$ 14,285	\$ 62,446	\$ 65,414
Youth Services Officer, Step 4, 1.0 FTE	Step 4, \$21.80 per hour x 2080 (693 hours yr. 1)	\$ 15,113	\$ 47,478	\$ 49,599
Youth Services Officer, Step 2, 0.5 FTE	Step 2, \$19.00 per hour x 1040 (347 hours yr. 1)	\$ 6,293	\$ 19,757	\$ 20,681
SUBTOTAL		\$ 59,495	\$ 201,094	\$ 207,107

Overtime

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Deputy Sheriff, Step F, 1.0 FTE		\$ -	\$ 5,000	\$ 5,000
SUBTOTAL		\$ -	\$ 5,000	\$ 5,000

Benefits

Classification/Positions	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Deputy Sheriff, Step F, 1.0 FTE	PERS FICA UI Wcomp Mcare Insurances	\$ 16,651	\$ 58,512	\$ 61,415
Deputy Sheriff, Step 7, 1.0 FTE	PERS FICA UI Wcomp Mcare Insurances	\$ 14,888	\$ 48,106	\$ 48,219
Youth Services Officer, Step 4, 1.0 FTE	PERS FICA UI Wcomp Mcare Insurances	\$ 11,978	\$ 33,845	\$ 34,950
Youth Services Officer, Step 2, 0.5 FTE	PERS FICA UI Wcomp Mcare Insurances	\$ 3,594	\$ 15,187	\$ 14,367
SUBTOTAL		\$ 47,111	\$ 155,650	\$ 158,951
TOTAL PERSONAL SERVICES		\$ 106,606	\$ 361,744	\$ 371,058

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

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Building Lease for Prevention Office	\$6873 annual rent for modular to County Office of Education	\$ 2,291	\$ 6,873	\$ 6,873
Utilities (Electricity / Propane)	\$120.08 avg. monthly utilities for modular office	\$ 360	\$ 1,600	\$ 2,200
IT Direct Bill on 3 Computer Workstations	\$2061 County IT Annual Billing on 3 Computer Work Stations	\$ 1,545	\$ 6,183	\$ 6,183
Phones	\$132 per line annual charge for 2 phones	\$ 88	\$ 264	\$ 264
Vehicle Mileage	\$0.56 per mile x est. 8929 miles per year	\$ 4,000	\$ 15,000	\$ 15,000
Office Expense	Office supplies, photo copier rental, copies	\$ 3,000	\$ 5,000	\$ 3,000
Insurance	Annual Insurance under County policy for modular office	\$ 266	\$ 800	\$ 800
TOTAL		\$ 11,550	\$ 35,720	\$ 34,320

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
No vehicles will be purchased with grant funds. The expense of S.R.O. patrol vehicles will be treated as an in kind match.		\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -

D. Travel Expenses/Registration Fees*

Description and Destination	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Conferences and Training	Estimated cost of sending 2 deputies to annual basic SRO training in Sacramento	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL		\$ 5,000	\$ 5,000	\$ 5,000

*Travel rates must adhere to State rules and limits.

E. Other Expenses

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Supplies for school assemblies and school staff trainings.	Estimated cost for purchase of supplies for school assemblies/community events and school staff trainings.	\$ 7,088	\$ 4,825	\$ 4,825
TOTAL		\$ 7,088	\$ 4,825	\$ 4,825

F. Administrative Costs*

Description	Computation	FY 2018-19	FY 2019-20	FY 2020-21
Administrative Costs	5% above expenses	\$ 2,250	\$ 8,500	\$ 9,500
		\$ -	\$ -	\$ -
TOTAL		\$ 2,250	\$ 8,500	\$ 9,500

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

SUMMARY

Budget Category	FY 2018-19	FY 2019-20	FY 2020-21	Total Request
A. Personal Services	<u>\$ 106,606</u>	<u>\$ 361,744</u>	<u>\$ 371,058</u>	<u>\$ 839,408</u>
B. Operating Expenses	<u>\$ 11,550</u>	<u>\$ 35,720</u>	<u>\$ 34,320</u>	<u>\$ 81,590</u>
C. Equipment	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
D. Travel/Registration	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>\$ 15,000</u>
E. Other Expenses	<u>\$ 7,088</u>	<u>\$ 4,825</u>	<u>\$ 4,825</u>	<u>\$ 16,738</u>
F. Administrative Costs	<u>\$ 2,250</u>	<u>\$ 8,500</u>	<u>\$ 9,500</u>	<u>\$ 20,250</u>
TOTAL PROJECT COSTS	<u>\$ 132,494</u>	<u>\$ 415,789</u>	<u>\$ 424,703</u>	<u>\$ 972,986</u>

RESOLUTION NO. : _____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA,
AUTHORIZING LASSEN COUNTY SHERIFF – CORONER DEAN GROWDON TO ACCEPT
CALIFORNIA DEPARTMENT OF JUSTICE PROP 56 TOBACCO
ENFORCEMENT GRANT FUNDS .**

Be it resolved by the Board of Supervisors of the County of Lassen, California, that the Lassen County Sheriff's Office has applied for and received a grant from the California Department of Justice Prop 56 funding and is authorized on behalf of the Board of Supervisors to accept grant funds for the purpose of fully funding two 1.0 FTE Deputy School Resource Officer/Tobacco Enforcement Positions and 1.5 FTE Youth Service Officer Positions to implement tobacco prevention programs in schools. Funding for year 1 (2018/19) grant year is budgeted at \$132,494; year 2 (2019/20) is budgeted at \$415,789; year 3 (2020/21) is budgeted at 424,703.

Be it further resolved that state grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Be it further resolved that the county agrees to abide by the statutes and regulations governing the California DOJ Prop 56 Grants Program as well as the terms and conditions of the Grant Agreement as set forth by the DOJ.

THE FOREGOING RESOLUTION WAS ADOPTED AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, HELD ON THE _____ DAY OF _____, 2019 BY THE FOLLOWING VOTE:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Chairman of the Board of Supervisors,
County of Lassen, State of California