

RESOLUTION NO. 96-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA
ACCEPTING A \$62,713 GRANT AWARD FROM THE STATE OF CALIFORNIA
DEPARTMENT OF JUSTICE, OFFICE OF THE ATTORNEY GENERAL, TOBACCO GRANT
PROGRAM FOR ENFORCEMENT AND EDUCATIONAL ACTIVITIES REGARDING
TOBACCO SALES REGULATIONS**

WHEREAS, the City of Pacifica has applied for and been awarded a grant through the Tobacco Grant Program, administered by the California Department of Justice, to support enforcement and educational activities related to tobacco sales regulations, as specified in the grant award documentation; and

WHEREAS, the grant award of \$62,713 has been provided to fund specific activities aimed at enhancing compliance with local tobacco ordinances, including retailer inspections, retailer education, and officer training on tobacco laws and ordinances, consistent with the program goals outlined by the California Department of Justice; and

WHEREAS, the grant timeline stipulates that these activities will be carried out annually throughout the program period ending on June 30, 2028; and

WHEREAS, the grant funds will enable the City of Pacifica to uphold its commitment to public health and safety by supporting compliance with local and state tobacco laws through regular inspections of tobacco retailers and educational outreach to increase awareness of relevant regulations among retailers and enforcement personnel;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pacifica that:

1. The City of Pacifica hereby accepts the grant award of \$62,713 from the Tobacco Grant Program to fund specified enforcement and educational activities.
2. The City Manager, or their designee, is authorized to execute the necessary documents on behalf of the City of Pacifica, including but not limited to the Memorandum of Understanding (Exhibit A) with the California Department of Justice, and to submit any additional documentation required to fulfill the grant's terms.
3. The City Manager, or their designee, is further authorized to undertake all actions necessary to implement the grant-funded activities, including coordination with relevant departments and agencies as needed to ensure compliance with grant provisions and to achieve the intended outcomes of the grant program.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on the 12th day of November, 2024, by the following vote:

AYES, Councilmembers: *Beckmeyer, Bier, Bigstycck, Bales, Vaterlaus.*

NOES, Councilmembers: *na*

ABSENT, Councilmembers: *na*

ABSTAIN, Councilmembers: *na*

Sue Vaterlaus

Sue Vaterlaus, Mayor

ATTEST:

Sarah Coffey

Sarah Coffey, City Clerk

APPROVED AS TO FORM:

Michelle Kenyon

Michelle Kenyon, City Attorney

EXHIBIT A



**Tobacco Grant Program
Grant Services Branch – Local Assistance
Division of Operations**

Pacifica, City of

DOJ-PROP56-2024-25-1-050

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Pacifica, City of (“Grantee”), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2024-25 Grantee Handbook.

Commencing January 1, 2023, the California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program (“TGP Regulations”) shall govern the policies and procedures of the Tobacco Grant Program.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated April 2024), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements for line items in the approved Budget Detail will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

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

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

Pacifica, City of

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PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

MISCELLANEOUS PROVISIONS

Addendum – No addendum 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 DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

TERMS

Grant Duration: 11/1/2024 – 6/30/2028

Award Amount				
Category of Expenditure	Budget FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027	Budget FY 2027-2028
Personal Services	\$10,881	\$21,762	\$21,752	\$5,441
Operating Expenses and Equipment	\$27	\$54	\$54	\$14
Administrative Costs (Not to Exceed 5%)	\$496	\$992	\$992	\$248
TOTAL AWARD AMOUNT	\$62,713			

The time limit for reimbursements against this award ends 6/30/2028. Requests for reimbursement received after 7/15/2028 cannot be considered by DOJ.

GRANTEE CONTACT INFORMATION

Elizabeth Brooks, Management Analyst II
 City of Pacifica
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 Pacifica, CA 94044
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 ebrooks@pacifica.gov

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AUTHORIZATION

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to TobaccoGrants@doj.ca.gov, care of the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

KEVIN WOODHOUSE, City Manager
City of Pacifica

Date

JENNIFER IVERY JOHNSON, Grant Manager
Division of Operations
California Department of Justice

Date

NICOLE LEARNED, Administrative Manager
Division of Operations
California Department of Justice

Date

CHRIS RYAN, Chief
Division of Operations
California Department of Justice

Date