

RESOLUTION NO. 17-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$53,886, FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, TOBACCO LAW ENFORCEMENT GRANT PROGRAM

WHEREAS, the Pacifica Police Department desires to participate in the Tobacco Law Enforcement Grant Program, which is made available through the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop. 58) and administered by the California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors; and

WHEREAS, following the Pacifica Police Department submittal of a proposal for the program, the State of California DOJ offered to award \$53,866 for the three-year grant program beginning January 2021, and ending June 30, 2024; and

WHEREAS, Grant funds will be used for Pacifica Police Department overtime costs related to tobacco enforcement operations, outreach and education, and roll call training; and

WHEREAS, grant funds received hereunder shall not be used to supplant expenditures controlled by this body;

BE IT RESOLVED that City Manager Kevin Woodhouse or his designee is authorized to execute on behalf of the Pacifica City Council the attached Memorandum of Understanding, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on the 22nd day of March 2021, by the following vote:

AYES, Councilmembers: Beckmeyer, Bier, Bigstyc, O'Neill, Vaterlaus.

NOES, Councilmembers: n/a

ABSENT, Councilmembers: n/a

ABSTAIN, Councilmembers: n/a



Sue Beckmeyer, Mayor

ATTEST:



Sarah Coffey, City Clerk

APPROVED AS TO FORM:



Michelle Kenyon, City Attorney

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Pacifica Police Department (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. 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 Proposal for activities of Local Government 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.

The Request for Proposals, Grantee Handbook (dated February 2021), and Grant Application are hereby incorporated by reference into this MOU.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the Scope of Work included in the approved Grant Application, upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

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 addendum to the Grantee to reflect the reduced amount.

ADMINISTRATION

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 Grantee Handbook.

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 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.

TERMS

Grant Duration: 1/1/2021 – 6/30/2024

Award Amount				
Category of Expenditure	Budget FY 2020-2021	Budget FY 2021-2022	Budget FY 2022-2023	Budget FY 2023-2024
Personal Services	\$9,274	\$17,612	\$25,950	\$0
Operating Expenses and Equipment	\$350	\$350	\$350	\$0
Administrative Costs (Not to Exceed 5%)	\$0	\$0	\$0	\$0
TOTAL AWARD AMOUNT	\$53,886			

The time limit for reimbursements against this award ends 6/30/2024. Requests received after 7/15/2024 cannot be reimbursed by the DOJ.

GRANTEE CONTACT INFORMATION

Captain Bill Glasgo
Pacifica Police Department
2075 Coast Highway
650-738-7314
glasgow@pacificapolice.org

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 addendums shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

Daniel Steidle, Chief of Police
Pacifica Police Department

Date

STACY HEINSEN, GRANT MGR.
Division of Operations
California Department of Justice

Date

CHRIS RYAN, CHIEF
Division of Operations
California Department of Justice

Date









For Signature: ResolutionNo17-2021_Accepting DOJGrantForTobaccoEducation-Approved

Final Audit Report

2021-03-29

Created:	2021-03-29
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