

RESOLUTION NO. 25-04

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Retroactively Accept And Expend A Three-Year Grant Award On Behalf Of The Police Department From The State Of California's Department Of Justice (DOJ), In The Amount Of \$99,780, Related To Reducing Youth Access To Tobacco

WHEREAS, the Emeryville Police Department applied for and was awarded a three-year grant from the State of California's Department of Justice (DOJ) to assist in reducing youth access to tobacco in the City and other purposes; and

WHEREAS, the importance of increasing the department's resources and staff time and improving the safety of the public as well as reducing tobacco related offences has been shown to help law enforcement agencies increase community health and safety; and

WHEREAS The Police Department is requesting to increase both the revenues (254-53650) and expenditures (254-71050) in the amount of \$33,260 for FY24/25, FY25/26 and FY26/27, for a total of \$99,780 over the full term of the grant, to accommodate the expenses and subsequent reimbursement of funds from the State; and

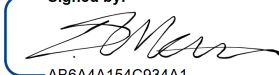
WHEREAS, the Police Department will utilize the grant funds to continue its education and enforcement efforts in curbing youth access to tobacco, conducting compliance checks, and working with tobacco retailers on improving training and awareness, now, therefore, be it

RESOLVED, by the City Council of the City of Emeryville that the City Manager is authorized to retroactively accept the State Of California's Department of Justice (DOJ) three-year grant and appropriate expenditures in the amount of \$99,780 to accommodate the initial expense and the reimbursement of funds from the state.

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ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, January 21, 2025, by the following vote:

AYES:	<u>5</u>	Mayor Mourra, Vice Mayor Kaur and Council Members Priforce, Solomon and Welch
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	


Signed by:

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MAYOR

ATTEST:

DocuSigned by:

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CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

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CITY ATTORNEY

- ATTACHMENTS**
- Exhibit A – Grant Agreement



Tobacco Grant Program

Grant Services Branch – Local Assistance

Division of Operations

Emeryville Police Department

DOJ-PROP56-2024-25-1-025

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Emeryville Police Department (“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.

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**

Category of Expenditure	Award Amount			
	Budget FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027	Budget FY 2027-2028
Personal Services	\$32,760	\$32,760	\$32,760	\$0
Operating Expenses and Equipment	\$500	\$500	\$500	\$0
Administrative Costs (Not to Exceed 5%)	\$0	\$0	\$0	\$0
TOTAL AWARD AMOUNT	\$99,780			

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

Chris Andres, Police Officer
Emeryville Police Department
2449 Powell Street Emeryville, CA 94608
(510) 596-3700
chris.andres@emeryville.org

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.

NAME: LaTanya Bellow

Title: City Manager

Agency: City of Emeryville

Date

NAME: Jeff Jennings

Title: Chief of Police

Agency: Emeryville Police Department

Date

DocuSigned by:
John Kennedy
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NAME: John Kennedy

Title: City Attorney

Agency: City of Emeryville

01/07/2025
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