

E. Acceptance of Grant from the California Department of Justice, Tobacco Grant Program.

Recommendation: To approve a resolution accepting the FY 2024/2025 grant funding from the California Department of Justice, Tobacco Grant Program in the amount of \$135,975 and authorizing the City Manager to execute the memorandum of understanding.



C A L I F O R N I A
DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

DIVISION OF OPERATIONS
OFFICE OF THE CHIEF
GRANT SERVICES BRANCH
TOBACCO GRANT PROGRAM
P.O. Box 160187
Sacramento, CA 95816-0187
Telephone: (916) 210-6422
E-Mail Address: TobaccoGrantRFP@doj.ca.gov

October 16, 2024

Jeffrey Charles Barnett, Sergeant
Cathedral City Police Department
68700 Avenda Lalo Guerrero
Cathedral City, CA 92234

Re: Tobacco Grant Award Notification Fiscal Year 2024-25 (RFP: DOJ-PROP56-2024-25-1)

Dear: Sergeant Jeffrey Charles Barnett

Congratulations! On behalf of the California Department of Justice (DOJ), Tobacco Grant Program, I am pleased to inform you that your agency's grant application for the fiscal year 2024-25 grant cycle has been approved for grant funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. **The total amount of your agency's grant award is \$135,975.**

The Tobacco Grant Program award process is highly competitive, and for the 2024-25 grant cycle, the Department received over \$50 million in requests. As noted in the application materials, grant funding prioritized support for local retailer enforcement, including enforcement of flavored tobacco bans. Consequently, some awards were approved with modifications to align with these funding priorities. Attached is a Summary of the Award and Budget Detail outlining the funding provided along with any modifications applied.

To accept the 2024-25 grant award, please complete and return a signed copy of your Letter of Intent (see template and instructions attached) by email within 15 calendar days of the date of this letter. This letter will affirm either:

1. Your agency will seek a resolution from the governing body to accept the award (*if your agency has a governing body*); OR
2. No governing body exists and no resolution is required.

Please email the signed Letter of Intent as noted above to TobaccoGrantRFP@doj.ca.gov with the subject line including the name of your agency: "FY 24-25_Letter of Intent_Cathedral City Police Department." Upon receipt of this information, DOJ will provide your agency with additional documents for execution/use (e.g., Memorandum of Understanding, Governing Body Resolution template, Grantee Handbook, etc.). These documents will contain more information

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about the process for reimbursement and other important details. Activities for reimbursement under this grant may commence on or after November 1, 2024 depending upon your selected start date.

Should you have any questions regarding this letter or the required follow up information, please email TobaccoGrantRFP@doj.ca.gov.

Sincerely,



JENNIFER IVERY JOHNSON
Manager, Grant Services Branch

For ROB BONTA
 Attorney General

Attachments:
Letter of Intent
Summary of Award
Budget Detail



Tobacco Grant Program
GRANT SERVICES BRANCH – LOCAL ASSISTANCE
DIVISION OF OPERATIONS

TOBACCO GRANT SUMMARY OF AWARD

DOJ-PROP56-2024-25-1-011

CATHEDRAL CITY POLICE DEPARTMENT

This Summary of Award document will be used by the Tobacco Grant Program when determining whether an activity or expense claimed was approved for funding and is reimbursable. Activities other than those presented here may not be reimbursable. A Grant Modification may be necessary for material deviations. Please consult with your Grant Program Officer *before* engaging in any activity beyond this scope.

By signing the Memorandum of Understanding, your agency agrees to the commitments outlined below and this document becomes part of the Grant Agreement.

AWARD SUMMARY

Award Amount: \$135,975

Requested Amount: \$140,023

Removed from Award: Meals and laptops

Reduced Line Items: N/A

Other Changes or Stipulations: N/A

IMPORTANT PROVISIONS FOR ALL GRANTEES

I. Enforcement Activities

- a. Authorized - If enforcement activities were proposed, **only** activities that target retailers for illegal sales/marketing of tobacco products were approved. It is expected that the flavor ban will be enforced within one or more enforcement activities.
- b. Unauthorized - Community or school patrols, or other enforcement actions related to tobacco use and possession, are **not** permitted.

II. Educational Activities

- a. Authorized – Retailer and/or officer educational activities on tobacco laws and ordinances, if included, are authorized as noted below.
- b. Unauthorized – School or community education efforts, including media campaigns, are **not** permitted as part of this award. All educational efforts should be directed to retailers and/or officers.

III. Removed Personnel or Other Items

- a. If specific personnel or other items were removed and not funded, they cannot be reinstated during the grant term.

IV. Reduced Line Items

- a. If a specific line item was reduced, the intention was to not fully fund it or the activities it represents.

V. Mileage/Fuel

- a. Budgets that include mileage or fuel were amended to include both together in one line item for flexibility and the type of backup documentation available. Mileage is limited to the state rate in effect at the time of travel.

VI. Equipment

- a. All equipment items must be purchased during the first year of the grant as noted on the Budget Detail. Their awarding is intended to support project goals and be used to support grant activities throughout the grant term.

Please reference the Tobacco Grant Program Grantee Handbook for more information regarding allowable costs.

GOALS AND ACTIVITIES

Retail Inspections

- Per year, **180** retailers will be inspected.
- Additional details regarding these inspections:
 - As part of our ongoing efforts, Cathedral City Police Officers will conduct 8-hour retailer inspections each quarter for each year of the three year grant.
 - The first inspection will focus on city/state license compliance, ensuring that all retailers are operating within the law.
 - The second inspection will specifically target compliance with flavored tobacco sales, including online sales, a key area of concern. This inspection team, comprising one patrol Sergeant and two patrol Officers working overtime, is committed to upholding the city's tobacco control regulations.

Minor Decoy Operations

- Per year, **2** minor decoy operations will be conducted.
- Per year, **30** retailers will be targeted through these operations.
- Additional details regarding these operations:
 - Cathedral City Police Officers will conduct two 8-hour minor decoy operations per year for the three years of the grant.

Shoulder Tap Operations

- Per year, **2** shoulder tap operations will be conducted.
- Per year, **30** retailers will be targeted through these operations.
- Additional details regarding these operations:

- Cathedral City Police Officers will conduct two 8-hour shoulder tap operations per year for the three years of the grant.

Undercover Buys

- Per year, **2** undercover buy operations will be conducted (other than minor decoy or shoulder tap).
- Per year, **40** retailers will be targeted through these operations.
- Additional details regarding these undercover operations:
 - Cathedral City Police Officers will conduct two 8-hour undercover buy operations per year for the three years of the grant.

Retailer Education

- Per year, **360** retailers will receive educational materials.
- Classes **ARE NOT** part of a diversion program.
- Additional details regarding these retailer education activities:
 - While conducting inspections and enforcement operations, retailers will be provided pamphlets with current tobacco laws and regulations and where to find resources.

Enforcement Officer Education

- Per year, **4** enforcement officers will receive education about tobacco laws and ordinances.
- Additional details regarding these officer education activities:
 - One Sergeant and two Officers will be sent to classes once per year for the three year period of the grant.

Prosecution

N/A

Task Force

N/A

Other Activities

N/A

PARTNERING AGENCIES

Based upon the proposal submitted and any subsequent modifications approved by DOJ, the following agencies are expected to partner with and support the activities and fulfillment of goals referenced above:

N/A

Please notify your Grant Program Officer of any proposed changes to partnering agencies, particularly if they are included within your budget.



CATHEDRAL CITY
POLICE DEPARTMENT

"Pride in Service"
GEORGE S. CRUM | CHIEF OF POLICE

October 17, 2024

Department of Justice
Division of Operations
Tobacco Grant Program
P.O. Box 160187
Sacramento, CA 95816-0187

Re: Letter of Intent to Accept Tobacco Grant Program Award (Fiscal Year 2024-25)

Dear Tobacco Grant Program Specialist:

Please accept this Letter of Intent as our agency's acceptance of the Tobacco Grant Program award for the 2024-25 grant cycle. The agency has agreed to accept the grant amount of \$135,975 and any conditions specified in the Summary of Award and Budget Detail documents sent with the award letter.

In addition, on behalf of the agency, I affirm the following (*please check one*):

- The agency will seek a resolution from its governing body to accept the award, or
 The agency does not have a governing body and does not require a resolution to accept the award.

Sincerely,

George Crum
Chief of Police
(760) 770-0310
gcrum@cathedralcity.gov

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$135,975 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, FOR A TOBACCO GRANT PROGRAM

WHEREAS, the City of Cathedral City (City) is interested in participating in the Tobacco Grant Program, which is made available through the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) and administered by the California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors in the City; and

WHEREAS, following the City's submittal of a proposal for the Program, the State of California DOJ offered to award \$135,975 for a 36-month grant program for Fiscal Years 2024-2025; and

WHEREAS, Grant Funds will be used to educate students in grades 4-12 and education for CCPD personnel regarding tobacco laws. It also includes education to the 49 licensed tobacco retailers within the city and outreach/education to the public via social media. In addition, funding has been approved for signage to provide to retailers and education materials/brochures to provide to students and retailers. Lastly, compliance checks and enforcement will be conducted by CCPD personnel to combat the sale of tobacco products to minors; and

WHEREAS, the funding for the plan will be comprised of reimbursement of patrol overtime to conduct education, compliance operations, and public outreach. It will also include funding toward the position of School Resource Officer to conduct tobacco related education within Cathedral City's schools. Reimbursement for signage, brochures, and tobacco products used for educational purposes and reimbursement of administrative costs associated with the program are also included; and

WHEREAS, in order to be considered eligible to receive grant funding, the City must submit a completed Grant Award Memorandum of Understanding to the State of California DOJ, which is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cathedral City as follows:

SECTION 1. The City Manager or a designated representative is hereby authorized, on behalf of the City, to accept grant funding in the amount of \$135,975 from the State of California DOJ.

SECTION 2. The City Manager or a designated representative is hereby authorized, on behalf of the City, to execute the grant documents and to submit all documents, including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant.

SECTION 3. The City Manager is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfer, and/or distributions of funds on behalf of the City as are necessary and appropriate to carry out the purpose and intent of this resolution.

SECTION 4. The Grant Funds received hereunder shall not be used to supplement ongoing law enforcement expenditures.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which the Resolution is passed and adopted.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cathedral City held on this 13th day of November 2024, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Mark Carnevale, Mayor

ATTEST:

Tracey R. Hermosillo, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

Exhibit A



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

Cathedral City Police Department

DOJ-PROP56-2024-25-1-011

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Cathedral City 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	\$42,721	\$42,721	\$42,721	\$
Operating Expenses and Equipment	\$500	\$500	\$500	\$
Administrative Costs (Not to Exceed 5%)	\$2,104	\$2,104	\$2,104	\$
TOTAL AWARD AMOUNT	\$135,975			

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

Jon Enos, Commander
 Cathedral City Police Department
 68700 Avenida Lalo Guerrero, Cathedral City, CA. 92234
 (760)202-2415
 jenos@cathedralcity.gov

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: _____ Date _____
Title:
Agency:

NAME: _____ Date _____
Title:
Agency:

NAME: _____ Date _____
Title:
Agency:

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

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

CHRIS RYAN, Chief _____ Date _____
Division of Operations
California Department of Justice