

# *City of Garden Grove*

Pete Roque, Code Enforcement Supervisor  
Community & Economic Development Department  
Code Enforcement Section  
11222 Acacia Parkway  
Garden Grove, CA 92840  
(714) 741-5351  
[peter@ggcity.org](mailto:peter@ggcity.org)

## **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 City of Garden Grove (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 **\$353,085** (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  
[Zahra.Barragan@doj.ca.gov](mailto:Zahra.Barragan@doj.ca.gov).

## **III BUDGET**

Grantee agrees to expend the Grant Amount in accordance with the approved Budget (Attachment 1).

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.<sup>1</sup>

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

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<sup>1</sup> Approved Budget included under Attachment 1.

purchased equipment. Grantee invoices and supporting documentation must be sent to the DOJ in hard copy format no later than the 15<sup>th</sup> calendar day following the month of expenditure. (Example, a purchase made on June 2<sup>nd</sup> would require invoice to be received by the DOJ no later than July 15<sup>th</sup>).

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  
[Zahra.Barragan@doj.ca.gov](mailto:Zahra.Barragan@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  
 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**

David Dent, Chief Building Official  
 City of Garden Grove,  
 Community and Economic Development Department/Building & Safety Division  
 11222 Acacia Parkway, Garden Grove, CA 92840  
 714.741.5343  
[davidd@ggcity.org](mailto:davidd@ggcity.org)

Pete Roque, Code Enforcement Supervisor  
 City of Garden Grove,  
 Community and Economic Development Department/Building & Safety Division  
 11222 Acacia Parkway, Garden Grove, CA 92840  
 714.741.5351  
[peter@ggcity.org](mailto:peter@ggcity.org)

## **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 Building & Safety Division, Community and Economic Development Department, with all its attachments, and will become effective upon completion of signature from all parties.

  
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2/12/19  
Date

**SCOTT C. STILES**  
City Manager  
City of Garden Grove

  
\_\_\_\_\_

2-12-19  
Date

**OMAR SANDOVAL**  
City Attorney  
City of Garden Grove

  
\_\_\_\_\_

**PETE ROQUE**  
Code Enforcement Supervisor  
City of Garden Grove

2/12/19  
\_\_\_\_\_ Date

\_\_\_\_\_

**DAVID DENT**  
Chief Building Official  
City of Garden Grove

2/12/19  
\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

\_\_\_\_\_  
**KEVIN GARDNER, Chief**  
Office of the Chief  
California Department of Justice

\_\_\_\_\_ Date

\_\_\_\_\_  
**CHRIS RYAN, Chief**  
Division of Operations  
California Department of Justice

\_\_\_\_\_ Date