

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Department of Justice (hereinafter, "Department") and the **CITY OF GARDEN GROVE** (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 Summary of Award document 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 March 2021), and Summary of Award document are hereby incorporated by reference into this MOU.

COST REIMBURSEMENT

The Department 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, upon receipt of invoices from Grantee and approval of the invoices by the Department, 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 Department 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 Department shall have the option to either cancel this MOU with no liability occurring to the Department, 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, the Department may take one or more of the actions described under 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 Department, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The Department 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: 12/1/2021 – 6/30/2025

Award Amount				
Category of Expenditure	Budget FY 2021-2022	Budget FY 2022-2023	Budget FY 2023-2024	Budget FY 2024-2025
Personal Services	\$147,199	\$147,199	\$147,199	\$0
Operating Expenses and Equipment	\$9,374	\$0	\$0	\$0
Administrative Costs (Not to Exceed 5%)	\$5,576	\$5,576	\$5,576	\$0
TOTAL AWARD AMOUNT	\$467,699			

The time limit for reimbursements against this award ends 6/30/2025. Requests received after 7/15/2025 cannot be reimbursed by the Department.

GRANTEE CONTACT INFORMATION

David Dent, Chief Building Official/ Alana Cheng, Grant Mgr.
 City of Garden Grove, Building & Safety Division
 Code Enforcement Unit
 11222 Acacia Parkway, Garden Grove, CA 92840
 714-741-5343/ 714-741-5998
davidd@ggcity.org/ alanac@ggcity.org

AUTHORIZATION

The Department 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.

<p>_____ Scott C. Stiles City Manager</p> <p>Attest:</p> <p>_____ Teresa Pomeroy City Clerk</p> <p>Approved as to form:</p> <p>_____ Omar Sandoval City Attorney</p>	<p>_____ STACY HEINSEN, GRANT MGR. Division of Operations California Department of Justice</p> <p>_____ CHRIS RYAN, CHIEF Division of Operations California Department of Justice</p>
<p>_____ Date</p> <p>_____ Date</p> <p>_____ Date</p>	<p>_____ Date</p> <p>_____ Date</p>