



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

Arroyo Grande Police Department

DOJ-PROP56-2023-24-1-001

## MEMORANDUM OF UNDERSTANDING

### PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Arroyo Grande 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 2023-24 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 March 2023), 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 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: **11/1/2023 – 6/30/2027**

Category of Expenditure	Award Amount			
	Budget FY 2023-2024	Budget FY 2024-2025	Budget FY 2025-2026	Budget FY 2026-2027
Personal Services	\$	\$51,026	\$51,025	\$51,025
Operating Expenses and Equipment	\$	\$250	\$250	\$250
Administrative Costs (Not to Exceed 5%)	\$	\$0	\$0	\$0
<b>TOTAL AWARD AMOUNT</b>	<b>\$153,826</b>			

The time limit for reimbursements against this award ends 6/30/2027. Requests for reimbursement received after 7/15/2027 cannot be considered by DOJ.

**GRANTEE CONTACT INFORMATION**

Michael Martinez, Chief  
 Arroyo Grande Police Department  
 200 N. Halcyon Road  
 Arroyo Grande, CA 93420  
 510-215-3273  
 mmartinez@arroyogrande.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](mailto:TobaccoGrants@doj.ca.gov), care of the Division of Operations, Grant Services Branch, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

MICHAEL MARTINEZ  
NAME:  
Title: CHIEF OF POLICE  
Agency: ARROYO GRANDE

3-14-2024  
Date

JASON CASTILLO  
NAME:  
Title: ADMIN SERGEANT  
Agency: ARROYO GRANDE, POLICE DEPT.

3-14-2024  
Date

\_\_\_\_\_  
NAME:  
Title:  
Agency:

\_\_\_\_\_  
Date

\_\_\_\_\_  
JENNIFER IVERY JOHNSON, Grant Manager  
Division of Operations  
California Department of Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
STACY HEINSEN, Administrative Manager  
Division of Operations  
California Department of Justice

\_\_\_\_\_  
Date

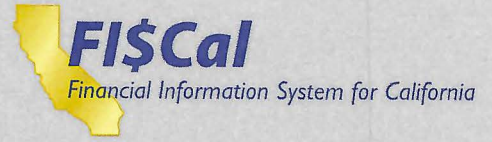
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CHRIS RYAN, Chief  
Division of Operations  
California Department of Justice

\_\_\_\_\_  
Date



State of California  
Financial Information System for California (FI\$Cal)  
**GOVERNMENT AGENCY TAXPAYER ID FORM**

2000 Evergreen Street, Suite 215  
Sacramento, CA 95815  
www.fiscal.ca.gov  
1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name

Remit-To Address (Street or PO Box)

City  State  Zip Code+4

Government Type:  City  County  Special District  Federal  Other (Specify)   
Federal Employer Identification Number (FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	<input type="text" value="Arroyo Grande Police Department"/>	Complete Address	<input type="text" value="200 N. Halcyon Road&lt;br/&gt;Arroyo Grande Ca. 93420"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person  Title   
Phone number  E-mail address   
Signature  Date