

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“Department”) and the Humboldt County Department of Health and Human Services (“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 2022-23 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 2022), 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

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. Reimbursements will be made upon receipt of invoices from Grantee and approval of the invoices by the Department, 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, the Department 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, 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.

PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by the Department as a breach of contract. If an act of noncompliance occurs, the Department may take actions described within the TGP Regulations, including termination. The Department 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 the Department, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

TERMS

Grant Duration: 1/1/2023 – 6/30/2026

Award Amount				
Category of Expenditure	Budget FY 2022- 2023	Budget FY 2023- 2024	Budget FY 2024- 2025	Budget FY 2025- 2026
Personal Services	\$113,149	\$147,574	\$152,003	\$38,001
Operating Expenses and Equipment	\$28,680	\$18,600	\$15,600	\$3,100
Administrative Costs (Not to Exceed 5%)	\$6,864	\$8,059	\$8,130	\$2,033
TOTAL AWARD AMOUNT	\$541,793			

The time limit for reimbursements against this award ends 6/30/2026. Requests for reimbursement received after 7/15/2026 cannot be considered by the Department.

GRANTEE CONTACT INFORMATION

Sofia Pereira, Director of Public Health
Humboldt County Department of Health and Human Services
529 I Street
Eureka, CA 95504
(707) 445-6200
SPereira@co.humboldt.ca.us

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 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:
Title:
Agency:

Date

NAME:
Title:
Agency:

Date

NAME:
Title:
Agency:

Date

SHAYNA RIVERA, Grant Manager
Division of Operations
California Department of Justice

Date

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

Date

CHRIS RYAN, Chief
Division of Operations
California Department of Justice

Date